

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		11. CONTRACT ID CODE J	PAGE OF PAGES 1 03
2. AMENDMENT/MODIFICATION NO. A00032	13. EFFECTIVE DATE 08OCT01	14. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
6. ISSUED BY 20 CONTRACTING SQUADRON 6 K AVENUE STE 1 SHEPPARD AFB TX	CODE FA3020 76311-2746	7. ADMINISTERED BY (If other than Item 5) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code) RAYTHEON AEROSPACE COMPANY 555 INDUSTRIAL DR S MADISON MS 39110-9072		(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (See item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X F4168997C0509 10B. DATED (See item 13) 97OCT01	
CODE FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.			
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified			
12. ACCOUNTING AND APPROPRIATION DATA (If required)		CODE: F60700	
Funds are Subject to CC I-404, FAR 52.232-18, "Availability of Funds"			
THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.		NO CHG .00	
(x) 1A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.			
1B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).			
1C. This supplemental agreement is entered in pursuant to authority of:			
1D. Other (Specify type of modification and authority) X CC I-195, FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.			
14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) POC: FIDELIE, ROSE MARIE PHONE: 9486762926 SEE SCHEDULE			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) COLLEEN S. PHIPPS colleen.phipps@sheppard.af.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15D. UNITED STATES OF AMERICA	15E. DATE SIGNED
(Signature of person authorized to sign)		BY <i>Colleen S. Phipps</i> (Signature of Contracting Officer)	<i>as per</i>

RAYTHEON AEROSPACE COMPANY

TIN: 112208712

DUNS: 091441089

CAGE CODE: 1P066

- 14A. PURSUANT TO CONTRACT PART II, SECTION I, CONTRACT CLAUSE I-195, FAR 52.217-9, ENTITLED, "OPTION TO EXTEND THE TERM OF THE CONTRACT," THE GOVERNMENT ELECTS TO EXTEND THE BASIC CONTRACT TO INCLUDE OPTION YEAR THREE, 1 OCTOBER 2000 THROUGH 30 SEPTEMBER 2001.
- 14B. EXERCISE OF OPTION PERIOD THREE IS SUBJECT TO CONTRACT PART II, SECTION I, CONTRACT CLAUSE I-404, FAR 52.232-18, ENTITLED, "AVAILABILITY OF FUNDS."
- 14C. PURSUANT TO CONTRACT PART II, SECTION I, CONTRACT CLAUSE I-283, FAR 52.222-41, ENTITLED "SERVICE CONTRACT ACT OF 1965", AS AMENDED (MAY 1989), AREA WAGE DETERMINATIONS 94-2526 (REV. 13) DATED 06/04/2000; 94-2518 (REV. 16) DATED 06/04/2000; 94-2064 (REV.10) DATED 06/04/2000; 94-2544 (REV.19) DATED 06/04/2000; AND 94-2122 (REV. 12) DATED 06/14/2000 ARE APPLICABLE TO OPTION YEAR THREE, FISCAL YEAR 2001 FOR THE PERIOD 1 OCTOBER 2000 THROUGH 30 SEPTEMBER 2001. THE COLLECTIVE BARGAINING AGREEMENT BETWEEN RAYTHEON AEROSPACE COMPANY AND INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS DISTRICT LODGE 776 AND LOCAL LODGE 2771 EFFECTIVE JANUARY 27, 2000 THROUGH APRIL 11, 2003 IS ALSO INCORPORATED.
- | | |
|---|---|
| SHEPPARD AFB TX | 94-2526 (REV.13) DATED 06/04/2000-ATTACHMENT 2A |
| GOODFELLOW AFB TX | 94-2518 (REV.16) DATED 06/04/2000-ATTACHMENT 2B |
| VANDENBURG AFB CA | 94-2064 (REV.10) DATED 06/04/2000-ATTACHMENT 2C |
| FORT EUSTIS VA | 94-2544 (REV.19) DATED 06/04/2000-ATTACHMENT 2D |
| NAS PENSACOLA FL | 94-2122 (REV.12) DATED 06/14/2000-ATTACHMENT 2E |
| COLLECTIVE BARGAINING AGREEMENT 00-0096 (REV.02) DATED 07/20/2000-ATTACHMENT 2F | |
- 14D. THE FOLLOWING CONTRACT PAGES ARE TO BE DELETED FROM THE CONTRACT AND THE REVISED REPLACEMENT PAGES ATTACHED TO THIS MODIFICATION ARE PROVIDED FOR INCORPORATION INTO THE CONTRACT:
- | DELETE PAGE NO. | INSERT PAGE NO. |
|-----------------|-----------------|
| SECTION J | SECTION J |
| ATTACHMENT 2 | ATTACHMENT 2 |
| ATTACHMENT 2A | ATTACHMENT 2A |
| ATTACHMENT 2B | ATTACHMENT 2B |
| ATTACHMENT 2C | ATTACHMENT 2C |
| ATTACHMENT 2D | ATTACHMENT 2D |
| ATTACHMENT 2E | ATTACHMENT 2E |
| | ATTACHMENT 2F |
- 14E. PURSUANT TO PART II, ENTITLED, CONTRACT CLAUSES SECTION I, PARAGRAPH I-285, FAR 52.222-43, ENTITLED, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACT)". THE CONTRACTOR IS REQUIRED TO NOTIFY THE CONTRACTING OFFICER OF ANY INCREASES OR DECREASES IN THE COST OF PERFORMANCE OF THIS CONTRACT BY REASON OF APPLICATION OF THE WAGE DETERMINATIONS OR THE COLLECTIVE BARGAINING AGREEMENT CITED IN PARAGRAPH 14C ABOVE. ANY INCREASES OR DECREASES SHALL BE FORWARDED TO THE CONTRACTING OFFICE WITHIN THIRTY DAYS AFTER THE EFFECTIVE DATE OF THIS MODIFICATION (1 NOVEMBER 2000). THE PARTIES SHALL ENTER INTO NEGOTIATIONS FOR THE PURPOSE OF MAKING APPROPRIATE ADJUSTMENTS IN CONTRACT PRICE APPLICABLE TO SAID WAGE DETERMINATIONS OR COLLECTIVE BARGAINING AGREEMENT.
- 14F. NO OTHER CHANGES ARE EITHER EXPRESSED OR IMPLIED.

(CONTINUED)

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RAYTHEON AEROSPACE COMPANY

(END PAGE)

Part III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J

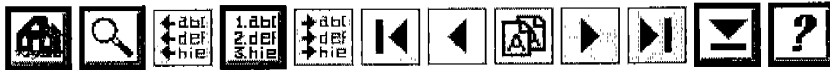
List of Attachments

(All listed attachments are at the end of this document)

<u>FORM NR</u>	<u>TITLE</u>	<u>DATE/Mod.</u>	<u>NR OF PAGES</u>
Attachment 1	Performance Work Statement	See Mods.	~1036
Attachment 2	Area Wage Determinations	A00032	1
Attachment 2a	U.S. Department of Labor Wage Determination 94-2526 (Rev. 13)	06/04/2000	8
Attachment 2b	U.S. Department of Labor Wage Determination 94-2518 (Rev. 16)	06/04/2000	10
Attachment 2c	U.S. Department of Labor Wage Determination 94-2064 (Rev. 10)	06/04/2000	10
Attachment 2d	U.S. Department of Labor Wage Determination 94-2544 (Rev. 19)	06/04/2000	8
Attachment 2e	U.S. Department of Labor Wage Determination 94-2122 (Rev. 12)	06/14/2000	8
Attachment 2f	Collective Bargaining Agreement 00-0096 (Rev. 02)	07/20/2000	85
Attachment 3	DD Form 254, Contract Security Classification Specification	N/A	2
Attachment 4	Employee Classification	N/A	3
Attachment 5	Mobilization Exemption Request	N/A	2

**CONTRACT F41689-97-C0509
MODIFICATION A00032
ATTACHMENT 2
AREA WAGE DETERMINATIONS**

CONTRACT F41689-97-C0509
MODIFICATION A00032
ATTACHMENT 2a
AREA WAGE DETERMINATION


WAGE DETERMINATION NO: 94-2526 REV (13) AREA: TX,WICHITA FALLS

WAGE DETERMINATION NO: 94-2526 REV (13) AREA: TX,WICHITA FALLS
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2526
Director	Wage Determinations	Revision No.: 13
		Date Of Last Revision: 06/04/2000

States: Oklahoma, Texas
 Area: Oklahoma Counties of Comanche, Cotton, Greer, Harmon, Jackson, Jefferson, Kiow
 Stephens, Tillman
 Texas Counties of Archer, Baylor, Clay, Wichita, Wilbarger

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	16.57
School Crossing Guard (Crosswalk Attendant)	6.96
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.61
Accounting Clerk II	9.72
Accounting Clerk III	10.91
Accounting Clerk IV	12.20
Court Reporter	13.34
Dispatcher, Motor Vehicle	10.70
Document Preparation Clerk	8.00
Duplicating Machine Operator	8.00
Film/Tape Librarian	10.33
General Clerk I	7.21
General Clerk II	8.10
General Clerk III	8.80
General Clerk IV	9.88
Housing Referral Assistant	13.01
Key Entry Operator I	6.68
Key Entry Operator II	7.98
Messenger (Courier)	6.56
Order Clerk I	9.26
Order Clerk II	10.11
Personnel Assistant (Employment) I	9.39
Personnel Assistant (Employment) II	10.58
Personnel Assistant (Employment) III	11.86
Personnel Assistant (Employment) IV	13.27
Production Control Clerk	13.01
Rental Clerk	10.33
Scheduler, Maintenance	10.02
Secretary I	10.33
Secretary II	11.63
Secretary III	14.26
Secretary IV	14.50
Secretary V	15.34
Service Order Dispatcher	11.02
Stenographer I	12.61

Stenographer II	13.36
Supply Technician	14.50
Survey Worker (Interviewer)	11.63
Switchboard Operator-Receptionist	7.91
Test Examiner	11.63
Test Proctor	11.63
Travel Clerk I	7.72
Travel Clerk II	8.27
Travel Clerk III	8.68
Word Processor I	9.08
Word Processor II	10.15
Word Processor III	11.43
Automatic Data Processing Occupations	
Computer Data Librarian	9.76
Computer Operator I	9.87
Computer Operator II	11.06
Computer Operator III	12.73
Computer Operator IV	16.68
Computer Operator V	18.52
Computer Programmer I (1)	13.83
Computer Programmer II (1)	16.80
Computer Programmer III (1)	20.56
Computer Programmer IV (1)	22.61
Computer Systems Analyst I (1)	17.13
Computer Systems Analyst II (1)	21.37
Computer Systems Analyst III (1)	23.07
Peripheral Equipment Operator	9.76
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.77
Automotive Glass Installer	15.05
Automotive Worker	15.05
Electrician, Automotive	15.89
Mobile Equipment Servicer	13.35
Motor Equipment Metal Mechanic	16.77
Motor Equipment Metal Worker	15.05
Motor Vehicle Mechanic	16.77
Motor Vehicle Mechanic Helper	12.47
Motor Vehicle Upholstery Worker	14.18
Motor Vehicle Wrecker	15.05
Painter, Automotive	15.89
Radiator Repair Specialist	15.05
Tire Repairer	12.90
Transmission Repair Specialist	16.77
Food Preparation and Service Occupations	
Baker	10.49
Cook I	9.32
Cook II	10.49
Dishwasher	6.96
Food Service Worker	6.96
Meat Cutter	11.93
Waiter/Waitress	7.55
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.89
Furniture Handler	11.43
Furniture Refinisher	15.89
Furniture Refinisher Helper	12.47
Furniture Repairer, Minor	14.18
Upholsterer	15.89
General Services and Support Occupations	
Cleaner, Vehicles	7.08
Elevator Operator	7.21
Gardener	8.90

House Keeping Aid I	6.45
House Keeping Aid II	7.11
Janitor	6.96
Laborer, Grounds Maintenance	8.10
Maid or Houseman	6.45
Pest Controller	11.37
Refuse Collector	6.96
Tractor Operator	9.32
Window Cleaner	7.55
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	9.23
Licensed Practical Nurse II	10.37
Licensed Practical Nurse III	11.60
Medical Assistant	9.80
Medical Laboratory Technician	10.37
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	10.37
Registered Nurse I	13.99
Registered Nurse II	17.18
Registered Nurse II, Specialist	17.18
Registered Nurse III	20.71
Registered Nurse III, Anesthetist	20.71
Registered Nurse IV	24.82
Information and Arts Occupations	
Audiovisual Librarian	16.24
Exhibits Specialist I	13.42
Exhibits Specialist II	15.00
Exhibits Specialist III	18.34
Illustrator I	13.42
Illustrator II	15.00
Illustrator III	18.34
Librarian	17.24
Library Technician	11.63
Photographer I	12.18
Photographer II	13.69
Photographer III	15.29
Photographer IV	18.34
Photographer V	22.20
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	5.94
Counter Attendant	5.94
Dry Cleaner	7.49
Finisher, Flatwork, Machine	5.94
Presser, Hand	5.94
Presser, Machine, Drycleaning	5.94
Presser, Machine, Shirts	5.94
Presser, Machine, Wearing Apparel, Laundry	5.94
Sewing Machine Operator	8.02
Tailor	8.49
Washer, Machine	6.45
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.89
Tool and Die Maker	22.22
Material Handling and Packing Occupations	

Forklift Operator	13.39
Fuel Distribution System Operator	15.36
Material Coordinator	11.70
Material Expediter	11.70
Material Handling Laborer	9.03
Order Filler	9.74
Production Line Worker (Food Processing)	10.29
Shipping Packer	10.03
Shipping/Receiving Clerk	10.07
Stock Clerk (Shelf Stocker; Store Worker II)	10.33
Store Worker I	8.21
Tools and Parts Attendant	11.43
Warehouse Specialist	10.29
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.77
Aircraft Mechanic Helper	12.47
Aircraft Quality Control Inspector	18.80
Aircraft Servicer	14.18
Aircraft Worker	15.05
Appliance Mechanic	15.89
Bicycle Repairer	12.90
Cable Splicer	19.28
Carpenter, Maintenance	15.89
Carpet Layer	15.05
Electrician, Maintenance	19.33
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	16.93
Electronics Technician, Maintenance III	17.95
Fabric Worker	14.18
Fire Alarm System Mechanic	16.77
Fire Extinguisher Repairer	13.35
Fuel Distribution System Mechanic	16.77
General Maintenance Worker	15.05
Heating, Refrigeration and Air Conditioning Mechanic	16.77
Heavy Equipment Mechanic	16.77
Heavy Equipment Operator	15.55
Instrument Mechanic	16.77
Laborer	9.83
Locksmith	15.89
Machinery Maintenance Mechanic	16.77
Machinist, Maintenance	16.97
Maintenance Trades Helper	12.47
Millwright	16.77
Office Appliance Repairer	15.89
Painter, Aircraft	15.89
Painter, Maintenance	15.89
Pipefitter, Maintenance	16.77
Plumber, Maintenance	15.89
Pneudraulic Systems Mechanic	16.77
Rigger	16.77
Scale Mechanic	15.05
Sheet-Metal Worker, Maintenance	16.77
Small Engine Mechanic	15.05
Telecommunication Mechanic I	19.28
Telecommunication Mechanic II	20.24
Telephone Lineman	19.28
Welder, Combination, Maintenance	16.77
Well Driller	16.77
Woodcraft Worker	16.77
Woodworker	13.35
Miscellaneous Occupations	
Animal Caretaker	8.11

Carnival Equipment Operator	8.70
Carnival Equipment Repairer	9.32
Carnival Worker	6.96
Desk Clerk	7.89
Embalmer	16.57
Lifeguard	8.09
Park Attendant (Aide)	10.21
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.09
Recreation Specialist	10.95
Recycling Worker	8.70
Sales Clerk	8.09
Sport Official	8.09
Survey Party Chief (Chief of Party)	13.21
Surveying Aide	8.87
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.14
Swimming Pool Operator	9.79
Vending Machine Attendant	8.70
Vending Machine Repairer	10.49
Vending Machine Repairer Helper	8.70
Personal Needs Occupations	
Child Care Attendant	7.90
Child Care Center Clerk	9.85
Chore Aid	6.85
Homemaker	10.98
Plant and System Operation Occupations	
Boiler Tender	16.77
Sewage Plant Operator	15.89
Stationary Engineer	16.77
Ventilation Equipment Tender	12.47
Water Treatment Plant Operator	15.89
Protective Service Occupations	
Alarm Monitor	8.67
Corrections Officer	11.45
Court Security Officer	12.33
Detention Officer	11.45
Firefighter	11.85
Guard I	7.64
Guard II	10.68
Police Officer	14.75
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.27
Hatch Tender	12.41
Line Handler	12.41
Stevedore I	11.70
Stevedore II	13.10
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	10.82
Archeological Technician II	12.10
Archeological Technician III	15.00
Cartographic Technician	15.00
Cashier	6.48
Civil Engineering Technician	15.00
Computer Based Training (CBT) Specialist/ Instructor	17.13
Drafter I	10.69
Drafter II	13.26
Drafter III	14.92
Drafter IV	16.64
Engineering Technician I	10.22
Engineering Technician II	12.66

Engineering Technician III	14.23
Engineering Technician IV	15.83
Engineering Technician V	19.44
Engineering Technician VI	23.54
Environmental Technician	14.89
Flight Simulator/Instructor (Pilot)	21.37
Graphic Artist	14.89
Instructor	17.13
Laboratory Technician	11.60
Mathematical Technician	17.24
Paralegal/Legal Assistant I	13.38
Paralegal/Legal Assistant II	16.67
Paralegal/Legal Assistant III	20.40
Paralegal/Legal Assistant IV	24.66
Photooptics Technician	17.24
Technical Writer	19.67
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	11.36
Weather Observer, Senior (3)	12.63
Weather Observer, Upper Air (3)	11.36
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	10.87
Parking and Lot Attendant	10.29
Shuttle Bus Driver	10.29
Taxi Driver	9.62
Truckdriver, Heavy Truck	12.89
Truckdriver, Light Truck	10.29
Truckdriver, Medium Truck	10.87
Truckdriver, Tractor-Trailer	12.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plan, civic and personal leave, severance pay, and savings and thrift plans. Minimum employee contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Constitution Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a rotation of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work.

which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, or the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) uniforms is an expense that may not be borne by an employee where such cost reduces hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$0.67 cents per day). However, in those instances where the uniforms furnished are "wash and wear" materials, may be routinely washed and dried with other personal gear and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid monetary wages and furnished the fringe benefits as are determined. Such conformance process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupational classification and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order of priority: classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report to the agency, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disa the action via transmittal to the agency contracting officer, or notifies the contra officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupat (the Directory) should be used to compare job definitions to insure that duties requ are not performed by a classification already listed in the wage determination. Rem it is not the job title, but the required tasks that determine whether a class is in in an established wage determination. Conformances may not be used to artificially combine, or subdivide classifications listed in the wage determination.

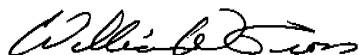
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**CONTRACT F41689-97-C0509
MODIFICATION A00032
ATTACHMENT 2b
AREA WAGE DETERMINATION**

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2518
Revision No.: 16
Date of Last Revision: 06/04/2000

States: New Mexico, Oklahoma, Texas

Area: New Mexico Counties of Curry, Lea, Quay, Roosevelt, Union
Oklahoma Counties of Beaver, Cimarron, Texas

Texas Counties of Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Brown, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Irion, Jeff Davis, Jones, Kent, Kimble, King, Knox, Lamb, Lipscomb, Loving, Lubbock, Lynn, Martin, McCulloch, Menard, Midland, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter, Presidio, Randall, Reagan, Reeves, Roberts, Runnels, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terrell, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum, Young

** Fringe Benefits Required Follow the Occupational Listing **

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	7.45
Accounting Clerk II	8.14
Accounting Clerk III	10.17
Accounting Clerk IV	11.94
Court Reporter	13.39
Dispatcher, Motor Vehicle	9.28
Document Preparation Clerk	11.95
Duplicating Machine Operator	11.95
Film/Tape Librarian	9.85
General Clerk I	6.45
General Clerk II	7.25
General Clerk III	12.84
General Clerk IV	13.20
Housing Referral Assistant	11.80
Key Entry Operator I	6.51
Key Entry Operator II	8.25
Messenger (Courier)	6.45
Order Clerk I	8.45
Order Clerk II	9.25
Personnel Assistant (Employment) I	8.77
Personnel Assistant (Employment) II	9.85
Personnel Assistant (Employment) III	13.39
Personnel Assistant (Employment) IV	13.57
Production Control Clerk	11.80
Rental Clerk	9.85

Scheduler, Maintenance	9.85
Secretary I	9.85
Secretary II	14.02
Secretary III	14.16
Secretary IV	15.73
Secretary V	17.43
Service Order Dispatcher	8.07
Stenographer I	10.44
Stenographer II	10.85
Supply Technician	12.85
Survey Worker (Interviewer)	13.39
Switchboard Operator-Receptionist	7.66
Test Examiner	13.39
Test Proctor	13.39
Travel Clerk I	7.84
Travel Clerk II	8.43
Travel Clerk III	8.99
Word Processor I	9.37
Word Processor II	11.73
Word Processor III	13.13

Automatic Data Processing Occupations

Computer Data Librarian	10.33
Computer Operator I	7.28
Computer Operator II	9.28
Computer Operator III	12.47
Computer Operator IV	13.85
Computer Operator V	15.34
Computer Programmer I (1)	12.55
Computer Programmer II (1)	15.60
Computer Programmer III (1)	19.02
Computer Programmer IV (1)	23.02
Computer Systems Analyst I (1)	17.85
Computer Systems Analyst II (1)	22.38
Computer Systems Analyst III (1)	24.35
Peripheral Equipment Operator	9.28

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	17.49
Automotive Glass Installer	15.42
Automotive Worker	15.42
Electrician, Automotive	16.47
Mobile Equipment Servicer	13.35
Motor Equipment Metal Mechanic	17.49
Motor Equipment Metal Worker	15.42
Motor Vehicle Mechanic	17.72
Motor Vehicle Mechanic Helper	12.33
Motor Vehicle Upholstery Worker	14.40
Motor Vehicle Wrecker	15.42

Painter, Automotive	16.47
Radiator Repair Specialist	15.42
Tire Repairer	12.90
Transmission Repair Specialist	17.49

Food Preparation and Service Occupations

Baker	8.74
Cook I	7.62
Cook II	8.74
Dishwasher	5.36
Food Service Worker	5.36
Meat Cutter	8.74
Waiter/Waitress	5.90

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	16.47
Furniture Handler	10.26
Furniture Refinisher	16.47
Furniture Refinisher Helper	12.33
Furniture Repairer, Minor	14.40
Upholsterer	16.47

General Services and Support Occupations

Cleaner, Vehicles	5.36
Elevator Operator	5.36
Gardener	6.17
House Keeping Aid I	5.36
House Keeping Aid II	5.87
Janitor	5.36
Laborer, Grounds Maintenance	5.90
Maid or Houseman	5.33
Pest Controller	7.89
Refuse Collector	6.17
Tractor Operator	7.08
Window Cleaner	5.90

Health Occupations

Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	8.71
Licensed Practical Nurse II	9.77
Licensed Practical Nurse III	10.93
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71

Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	13.54
Registered Nurse II	16.57
Registered Nurse II, Specialist	16.57
Registered Nurse III	20.05
Registered Nurse III, Anesthetist	20.05
Registered Nurse IV	24.02

Information and Arts Occupations

Audiovisual Librarian	11.52
Exhibits Specialist I	12.80
Exhibits Specialist II	15.61
Exhibits Specialist III	16.46
Illustrator I	12.80
Illustrator II	15.61
Illustrator III	16.46
Librarian	15.66
Library Technician	12.28
Photographer I	11.14
Photographer II	15.63
Photographer III	16.46
Photographer IV	20.08
Photographer V	24.35

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	5.74
Counter Attendant	5.74
Dry Cleaner	6.90
Finisher, Flatwork, Machine	5.74
Presser, Hand	5.74
Presser, Machine, Drycleaning	5.74
Presser, Machine, Shirts	5.74
Presser, Machine, Wearing Apparel, Laundry	5.74
Sewing Machine Operator	7.28
Tailor	7.67
Washer, Machine	6.11

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)	16.47
Tool and Die Maker	24.00

Material Handling and Packing Occupations

Forklift Operator	11.66
Fuel Distribution System Operator	13.35
Material Coordinator	13.72
Material Expediter	13.72
Material Handling Laborer	9.52

Order Filler	10.07
Production Line Worker (Food Processing)	12.60
Shipping Packer	8.91
Shipping/Receiving Clerk	8.91
Stock Clerk (Shelf Stocker; Store Worker II)	9.64
Store Worker I	8.29
Tools and Parts Attendant	10.25
Warehouse Specialist	12.60

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	17.49
Aircraft Mechanic Helper	12.33
Aircraft Quality Control Inspector	20.49
Aircraft Servicer	14.40
Aircraft Worker	15.42
Appliance Mechanic	16.47
Bicycle Repairer	12.90
Cable Splicer	17.49
Carpenter, Maintenance	16.47
Carpet Layer	15.42
Electrician, Maintenance	19.36
Electronics Technician, Maintenance I	17.23
Electronics Technician, Maintenance II	21.02
Electronics Technician, Maintenance III	22.35
Fabric Worker	14.40
Fire Alarm System Mechanic	17.49
Fire Extinguisher Repairer	13.35
Fuel Distribution System Mechanic	17.49
General Maintenance Worker	13.82
Heating, Refrigeration and Air Conditioning Mechanic	17.49
Heavy Equipment Mechanic	17.49
Heavy Equipment Operator	17.49
Instrument Mechanic	17.49
Laborer	10.36
Locksmith	16.47
Machinery Maintenance Mechanic	17.72
Machinist, Maintenance	17.84
Maintenance Trades Helper	12.33
Millwright	17.49
Office Appliance Repairer	16.47
Painter, Aircraft	16.47
Painter, Maintenance	16.47
Pipefitter, Maintenance	17.49
Plumber, Maintenance	16.47
Pneudraulic Systems Mechanic	17.49
Rigger	17.49
Scale Mechanic	15.42
Sheet-Metal Worker, Maintenance	17.49
Small Engine Mechanic	15.42

Telecommunication Mechanic I	17.49
Telecommunication Mechanic II	18.51
Telephone Lineman	17.49
Welder, Combination, Maintenance	17.49
Well Driller	17.49
Woodcraft Worker	17.49
Woodworker	13.82

Miscellaneous Occupations

Animal Caretaker	6.49
Carnival Equipment Operator	7.08
Carnival Equipment Repairer	6.17
Carnival Worker	5.36
Cashier	7.03
Desk Clerk	8.60
Embalmer	16.57
Lifeguard	7.66
Mortician	16.57
Park Attendant (Aide)	9.63
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.66
Recreation Specialist	10.38
Recycling Worker	8.15
Sales Clerk	7.66
School Crossing Guard (Crosswalk Attendant)	5.36
Sport Official	7.66
Survey Party Chief (Chief of Party)	13.25
Surveying Aide	9.23
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.65
Swimming Pool Operator	7.30
Vending Machine Attendant	7.08
Vending Machine Repairer	8.74
Vending Machine Repairer Helper	7.08

Personal Needs Occupations

Child Care Attendant	8.60
Child Care Center Clerk	10.72
Chore Aid	5.33
Homemaker	11.91

Plant and System Operation Occupations

Boiler Tender	17.49
Sewage Plant Operator	16.47
Stationary Engineer	17.49
Ventilation Equipment Tender	12.33
Water Treatment Plant Operator	16.47

Protective Service Occupations

Alarm Monitor	9.57
Corrections Officer	11.87

Court Security Officer	12.32
Detention Officer	11.87
Firefighter	11.87
Guard I	7.11
Guard II	9.57
Police Officer	14.75

Stevedoring/Longshoremen Occupations

Blocker and Bracer	15.77
Hatch Tender	15.77
Line Handler	15.77
Stevedore I	14.72
Stevedore II	16.83

Technical Occupations

Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	11.88
Archeological Technician II	13.30
Archeological Technician III	16.46
Cartographic Technician	16.46
Civil Engineering Technician	16.46
Computer Based Training (CBT) Specialist/ Instructor	17.85
Drafter I	9.37
Drafter II	11.14
Drafter III	15.63
Drafter IV	16.46
Engineering Technician I	10.47
Engineering Technician II	11.65
Engineering Technician III	13.09
Engineering Technician IV	16.85
Engineering Technician V	20.56
Engineering Technician VI	24.93
Environmental Technician	13.85
Flight Simulator/Instructor (Pilot)	22.38
Graphic Artist	17.85
Instructor	16.46
Laboratory Technician	12.47
Mathematical Technician	16.85
Paralegal/Legal Assistant I	13.39
Paralegal/Legal Assistant II	13.71
Paralegal/Legal Assistant III	16.77
Paralegal/Legal Assistant IV	20.29
Photooptics Technician	16.85
Technical Writer	12.38
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57

Unexploded Ordnance (UXO) Technician II	20.25
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	12.47
Weather Observer, Senior (3)	13.85
Weather Observer, Upper Air (3)	12.47

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	10.64
Parking and Lot Attendant	5.33
Shuttle Bus Driver	7.41
Taxi Driver	6.82
Truckdriver, Heavy Truck	11.03
Truckdriver, Light Truck	7.80
Truckdriver, Medium Truck	10.64
Truckdriver, Tractor-Trailer	11.71

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The

Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**CONTRACT F41689-97-C0509
MODIFICATION A00032
ATTACHMENT 2c
AREA WAGE DETERMINATION**

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2064
Revision No.: 10
Date of Last Revision: 06/04/2000

State: California

Area: California Counties of San Luis Obispo, Santa Barbara

**** Fringe Benefits Required Follow the Occupational Listing ****

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.19
Accounting Clerk II	10.48
Accounting Clerk III	12.32
Accounting Clerk IV	13.77
Court Reporter	14.31
Dispatcher, Motor Vehicle	13.44
Document Preparation Clerk	11.67
Duplicating Machine Operator	11.67
Film/Tape Librarian	12.07
General Clerk I	8.61
General Clerk II	10.03
General Clerk III	12.63
General Clerk IV	14.39
Housing Referral Assistant	17.16
Key Entry Operator I	9.34
Key Entry Operator II	10.54
Messenger (Courier)	9.15
Order Clerk I	9.22
Order Clerk II	10.54
Personnel Assistant (Employment) I	10.42
Personnel Assistant (Employment) II	11.73
Personnel Assistant (Employment) III	12.80
Personnel Assistant (Employment) IV	14.35
Production Control Clerk	15.54
Rental Clerk	11.42
Scheduler, Maintenance	12.09
Secretary I	12.09
Secretary II	13.12
Secretary III	17.16
Secretary IV	18.36
Secretary V	18.70
Service Order Dispatcher	12.83
Stenographer I	12.80

Stenographer II	14.80
Supply Technician	15.25
Survey Worker (Interviewer)	12.45
Switchboard Operator-Receptionist	9.85
Test Examiner	13.12
Test Proctor	13.12
Travel Clerk I	9.14
Travel Clerk II	9.63
Travel Clerk III	10.22
Word Processor I	10.92
Word Processor II	13.14
Word Processor III	13.79

Automatic Data Processing Occupations

Computer Data Librarian	12.75
Computer Operator I	10.03
Computer Operator II	13.75
Computer Operator III	15.36
Computer Operator IV	17.07
Computer Operator V	18.90
Computer Programmer I (1)	15.41
Computer Programmer II (1)	19.10
Computer Programmer III (1)	22.26
Computer Programmer IV (1)	26.92
Computer Systems Analyst I (1)	22.56
Computer Systems Analyst II (1)	26.90
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	9.94

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	17.48
Automotive Glass Installer	16.09
Automotive Worker	16.09
Electrician, Automotive	16.80
Mobile Equipment Servicer	14.65
Motor Equipment Metal Mechanic	17.48
Motor Equipment Metal Worker	16.09
Motor Vehicle Mechanic	17.48
Motor Vehicle Mechanic Helper	13.96
Motor Vehicle Upholstery Worker	15.30
Motor Vehicle Wrecker	16.09
Painter, Automotive	16.80
Radiator Repair Specialist	16.09
Tire Repairer	14.15
Transmission Repair Specialist	17.48

Food Preparation and Service Occupations

Baker	13.21
Cook I	12.02

Cook II	13.21
Dishwasher	9.00
Food Service Worker	9.00
Meat Cutter	14.68
Waiter/Waitress	9.95

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	16.80
Furniture Handler	12.13
Furniture Refinisher	16.80
Furniture Refinisher Helper	13.96
Furniture Repairer, Minor	15.30
Upholsterer	16.80

General Services and Support Occupations

Cleaner, Vehicles	9.00
Elevator Operator	10.36
Gardener	12.02
House Keeping Aid I	8.07
House Keeping Aid II	9.00
Janitor	9.00
Laborer, Grounds Maintenance	9.96
Maid or Houseman	8.07
Pest Controller	13.58
Refuse Collector	10.35
Tractor Operator	11.45
Window Cleaner	9.95

Health Occupations

Dental Assistant	12.55
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.44
Licensed Practical Nurse I	13.50
Licensed Practical Nurse II	15.15
Licensed Practical Nurse III	16.95
Medical Assistant	11.22
Medical Laboratory Technician	11.22
Medical Record Clerk	11.22
Medical Record Technician	13.53
Nursing Assistant I	7.60
Nursing Assistant II	8.54
Nursing Assistant III	9.32
Nursing Assistant IV	10.45
Pharmacy Technician	12.80
Phlebotomist	11.22
Registered Nurse I	15.91
Registered Nurse II	19.46
Registered Nurse II, Specialist	19.46
Registered Nurse III	23.53
Registered Nurse III, Anesthetist	23.53

Registered Nurse IV

28.20

Information and Arts Occupations

Audiovisual Librarian

20.03

Exhibits Specialist I

17.22

Exhibits Specialist II

22.68

Exhibits Specialist III

24.75

Illustrator I

16.02

Illustrator II

20.42

Illustrator III

23.04

Librarian

20.40

Library Technician

12.04

Photographer I

14.33

Photographer II

16.02

Photographer III

20.42

Photographer IV

23.04

Photographer V

27.31

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler

6.84

Counter Attendant

6.84

Dry Cleaner

8.46

Finisher, Flatwork, Machine

6.84

Presser, Hand

6.84

Presser, Machine, Drycleaning

6.84

Presser, Machine, Shirts

6.84

Presser, Machine, Wearing Apparel, Laundry

6.84

Sewing Machine Operator

8.98

Tailor

9.50

Washer, Machine

7.27

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)

16.80

Tool and Die Maker

19.85

Material Handling and Packing Occupations

Forklift Operator

13.49

Fuel Distribution System Operator

15.36

Material Coordinator

14.50

Material Expediter

15.67

Material Handling Laborer

11.90

Order Filler

13.74

Production Line Worker (Food Processing)

14.47

Shipping Packer

11.66

Shipping/Receiving Clerk

11.66

Stock Clerk (Shelf Stocker; Store Worker II)

12.49

Store Worker I

9.50

Tools and Parts Attendant

13.49

Warehouse Specialist

13.20

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	17.48
Aircraft Mechanic Helper	13.96
Aircraft Quality Control Inspector	18.23
Aircraft Servicer	15.30
Aircraft Worker	16.09
Appliance Mechanic	16.80
Bicycle Repairer	14.15
Cable Splicer	20.10
Carpenter, Maintenance	19.31
Carpet Layer	16.09
Electrician, Maintenance	20.95
Electronics Technician, Maintenance I	17.64
Electronics Technician, Maintenance II	19.23
Electronics Technician, Maintenance III	21.53
Fabric Worker	15.30
Fire Alarm System Mechanic	20.10
Fire Extinguisher Repairer	16.84
Fuel Distribution System Mechanic	20.14
General Maintenance Worker	16.09
Heating, Refrigeration and Air Conditioning Mechanic	17.71
Heavy Equipment Mechanic	17.71
Heavy Equipment Operator	18.02
Instrument Mechanic	20.10
Laborer	10.36
Locksmith	16.80
Machinery Maintenance Mechanic	19.05
Machinist, Maintenance	17.48
Maintenance Trades Helper	13.96
Millwright	20.10
Office Appliance Repairer	16.80
Painter, Aircraft	16.80
Painter, Maintenance	16.80
Pipefitter, Maintenance	20.10
Plumber, Maintenance	19.31
Pneudraulic Systems Mechanic	20.10
Rigger	20.10
Scale Mechanic	18.51
Sheet-Metal Worker, Maintenance	17.48
Small Engine Mechanic	16.09
Telecommunication Mechanic I	20.10
Telecommunication Mechanic II	20.69
Telephone Lineman	20.10
Welder, Combination, Maintenance	17.48
Well Driller	17.48
Woodcraft Worker	17.48
Woodworker	14.65

Miscellaneous Occupations

Animal Caretaker	10.89
Carnival Equipment Operator	13.17
Carnival Equipment Repairer	13.82
Carnival Worker	9.00
Cashier	8.58
Desk Clerk	10.52
Embalmer	15.49
Lifeguard	9.37
Mortician	17.49
Park Attendant (Aide)	11.76
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.77
Recreation Specialist	14.57
Recycling Worker	13.17
Sales Clerk	9.37
School Crossing Guard (Crosswalk Attendant)	9.00
Sport Official	9.37
Survey Party Chief (Chief of Party)	19.87
Surveying Aide	13.09
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.95
Swimming Pool Operator	13.21
Vending Machine Attendant	12.01
Vending Machine Repairer	13.86
Vending Machine Repairer Helper	12.01

Personal Needs Occupations

Child Care Attendant	10.52
Child Care Center Clerk	13.83
Chore Aid	9.28
Homemaker	15.36

Plant and System Operation Occupations

Boiler Tender	17.48
Sewage Plant Operator	19.31
Stationary Engineer	20.10
Ventilation Equipment Tender	13.96
Water Treatment Plant Operator	19.31

Protective Service Occupations

Alarm Monitor	10.41
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	8.51
Guard II	10.41
Police Officer	21.42

Stevedoring/Longshoremen Occupations

Blocker and Bracer	17.16
Hatch Tender	14.91
Line Handler	14.91
Stevedore I	16.14
Stevedore II	17.64

Technical Occupations

Air Traffic Control Specialist, Center (2)	27.53
Air Traffic Control Specialist, Station (2)	18.98
Air Traffic Control Specialist, Terminal (2)	20.91
Archeological Technician I	15.59
Archeological Technician II	17.43
Archeological Technician III	21.60
Cartographic Technician	22.76
Civil Engineering Technician	21.20
Computer Based Training (CBT) Specialist/ Instructor	19.62
Drafter I	14.08
Drafter II	15.79
Drafter III	17.69
Drafter IV	21.60
Engineering Technician I	13.13
Engineering Technician II	15.30
Engineering Technician III	16.77
Engineering Technician IV	21.50
Engineering Technician V	26.39
Engineering Technician VI	31.94
Environmental Technician	15.47
Flight Simulator/Instructor (Pilot)	23.39
Graphic Artist	19.62
Instructor	19.62
Laboratory Technician	14.90
Mathematical Technician	15.76
Paralegal/Legal Assistant I	13.88
Paralegal/Legal Assistant II	17.73
Paralegal/Legal Assistant III	21.67
Paralegal/Legal Assistant IV	26.21
Photooptics Technician	17.79
Technical Writer	20.75
Unexploded (UXO) Safety Escort	17.49
Unexploded (UXO) Sweep Personnel	17.49
Unexploded Ordnance (UXO) Technician I	17.49
Unexploded Ordnance (UXO) Technician II	21.71
Unexploded Ordnance (UXO) Technician III	25.37
Weather Observer, Combined Upper Air and Surface Programs (3)	15.51
Weather Observer, Senior (3)	17.24
Weather Observer, Upper Air (3)	15.51

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	13.57
Parking and Lot Attendant	6.71
Shuttle Bus Driver	10.00
Taxi Driver	8.65
Truckdriver, Heavy Truck	15.39
Truckdriver, Light Truck	10.01
Truckdriver, Medium Truck	15.15
Truckdriver, Tractor-Trailer	15.39

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement

providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

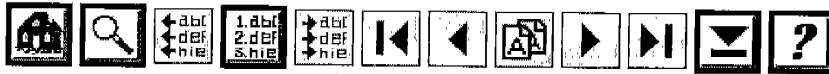
- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may

not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

CONTRACT F41689-97-C0509
MODIFICATION A00032
ATTACHMENT 2d
AREA WAGE DETERMINATION

**WAGE DETERMINATION NO: 94-2544 REV (19) AREA: VA,NORFOLK**

WAGE DETERMINATION NO: 94-2544 REV (19) AREA: VA,NORFOLK

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2544
Revision No.: 19
Date Of Last Revision: 06/04/2000

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perqu
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mat
Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia B
Williamsburg, York****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	17.63
School Crossing Guard (Crosswalk Attendant)	7.20
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.03
Accounting Clerk II	10.14
Accounting Clerk III	12.62
Accounting Clerk IV	13.69
Court Reporter	12.87
Dispatcher, Motor Vehicle	10.98
Document Preparation Clerk	9.71
Duplicating Machine Operator	9.71
Film/Tape Librarian	9.60
General Clerk I	7.77
General Clerk II	9.56
General Clerk III	11.89
General Clerk IV	13.29
Housing Referral Assistant	13.71
Key Entry Operator I	9.13
Key Entry Operator II	11.49
Messenger (Courier)	7.89
Order Clerk I	8.80
Order Clerk II	11.51
Personnel Assistant (Employment) I	9.82
Personnel Assistant (Employment) II	11.35
Personnel Assistant (Employment) III	11.99
Personnel Assistant (Employment) IV	13.73
Production Control Clerk	14.26
Rental Clerk	10.32
Scheduler, Maintenance	10.32
Secretary I	10.32
Secretary II	12.01
Secretary III	13.71
Secretary IV	16.07
Secretary V	16.87
Service Order Dispatcher	11.04

BRS Document Viewer

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Stenographer I	10.45
Stenographer II	11.74
Supply Technician	13.69
Survey Worker (Interviewer)	11.18
Switchboard Operator-Receptionist	8.36
Test Examiner	12.01
Test Proctor	12.01
Travel Clerk I	7.84
Travel Clerk II	8.37
Travel Clerk III	8.93
Word Processor I	10.35
Word Processor II	11.66
Word Processor III	13.06
Automatic Data Processing Occupations	
Computer Data Librarian	8.55
Computer Operator I	9.57
Computer Operator II	11.07
Computer Operator III	13.71
Computer Operator IV	15.88
Computer Operator V	16.88
Computer Programmer I (1)	15.93
Computer Programmer II (1)	18.03
Computer Programmer III (1)	21.49
Computer Programmer IV (1)	25.62
Computer Systems Analyst I (1)	20.06
Computer Systems Analyst II (1)	23.10
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	9.83
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.79
Automotive Glass Installer	15.31
Automotive Worker	15.31
Electrician, Automotive	16.03
Mobile Equipment Servicer	13.84
Motor Equipment Metal Mechanic	16.79
Motor Equipment Metal Worker	15.31
Motor Vehicle Mechanic	16.79
Motor Vehicle Mechanic Helper	13.05
Motor Vehicle Upholstery Worker	14.56
Motor Vehicle Wrecker	15.31
Painter, Automotive	16.03
Radiator Repair Specialist	14.56
Tire Repairer	13.37
Transmission Repair Specialist	16.79
Food Preparation and Service Occupations	
Baker	8.98
Cook I	8.12
Cook II	8.98
Dishwasher	7.20
Food Service Worker	7.20
Meat Cutter	10.19
Waiter/Waitress	7.56
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.43
Furniture Handler	13.34
Furniture Refinisher	16.03
Furniture Refinisher Helper	13.05
Furniture Repairer, Minor	14.56
Upholsterer	16.03
General Services and Support Occupations	
Cleaner, Vehicles	7.20
Elevator Operator	6.26

Gardener	9.22
House Keeping Aid I	6.93
House Keeping Aid II	7.72
Janitor	7.20
Laborer, Grounds Maintenance	7.83
Maid or Houseman	6.46
Pest Controller	8.54
Refuse Collector	7.20
Tractor Operator	8.79
Window Cleaner	7.83
Health Occupations	
Dental Assistant	10.62
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.62
Licensed Practical Nurse I	9.73
Licensed Practical Nurse II	10.92
Licensed Practical Nurse III	12.21
Medical Assistant	9.79
Medical Laboratory Technician	10.46
Medical Record Clerk	10.48
Medical Record Technician	13.15
Nursing Assistant I	6.89
Nursing Assistant II	7.75
Nursing Assistant III	8.46
Nursing Assistant IV	9.49
Pharmacy Technician	11.84
Phlebotomist	10.92
Registered Nurse I	15.13
Registered Nurse II	18.51
Registered Nurse II, Specialist	18.51
Registered Nurse III	22.40
Registered Nurse III, Anesthetist	22.40
Registered Nurse IV	26.84
Information and Arts Occupations	
Audiovisual Librarian	14.23
Exhibits Specialist I	15.55
Exhibits Specialist II	18.89
Exhibits Specialist III	20.98
Illustrator I	15.55
Illustrator II	18.89
Illustrator III	20.98
Librarian	16.36
Library Technician	11.41
Photographer I	11.73
Photographer II	15.55
Photographer III	18.89
Photographer IV	20.98
Photographer V	25.39
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.04
Counter Attendant	6.04
Dry Cleaner	7.44
Finisher, Flatwork, Machine	6.04
Presser, Hand	6.04
Presser, Machine, Drycleaning	6.04
Presser, Machine, Shirts	6.04
Presser, Machine, Wearing Apparel, Laundry	6.04
Sewing Machine Operator	7.94
Tailor	8.42
Washer, Machine	6.51
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.03
Tool and Die Maker	18.46

Material Handling and Packing Occupations	
Forklift Operator	10.72
Fuel Distribution System Operator	13.84
Material Coordinator	14.51
Material Expediter	14.51
Material Handling Laborer	8.86
Order Filler	8.76
Production Line Worker (Food Processing)	10.91
Shipping Packer	10.54
Shipping/Receiving Clerk	10.54
Stock Clerk (Shelf Stocker; Store Worker II)	10.89
Store Worker I	8.60
Tools and Parts Attendant	12.98
Warehouse Specialist	12.49
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	18.37
Aircraft Mechanic Helper	14.28
Aircraft Quality Control Inspector	19.18
Aircraft Servicer	15.93
Aircraft Worker	16.75
Appliance Mechanic	16.03
Bicycle Repairer	13.37
Cable Splicer	16.79
Carpenter, Maintenance	16.03
Carpet Layer	17.61
Electrician, Maintenance	16.79
Electronics Technician, Maintenance I	14.58
Electronics Technician, Maintenance II	14.91
Electronics Technician, Maintenance III	15.98
Fabric Worker	14.56
Fire Alarm System Mechanic	16.79
Fire Extinguisher Repairer	13.84
Fuel Distribution System Mechanic	16.79
General Maintenance Worker	15.31
Heating, Refrigeration and Air Conditioning Mechanic	16.79
Heavy Equipment Mechanic	16.79
Heavy Equipment Operator	16.79
Instrument Mechanic	16.79
Laborer	10.02
Locksmith	16.03
Machinery Maintenance Mechanic	16.75
Machinist, Maintenance	16.79
Maintenance Trades Helper	13.05
Millwright	19.30
Office Appliance Repairer	16.03
Painter, Aircraft	16.03
Painter, Maintenance	16.03
Pipefitter, Maintenance	16.79
Plumber, Maintenance	16.03
Pneudraulic Systems Mechanic	16.79
Rigger	16.79
Scale Mechanic	15.31
Sheet-Metal Worker, Maintenance	16.79
Small Engine Mechanic	15.31
Telecommunication Mechanic I	16.79
Telecommunication Mechanic II	20.16
Telephone Lineman	16.79
Welder, Combination, Maintenance	16.79
Well Driller	16.79
Woodcraft Worker	16.79
Woodworker	13.84
Miscellaneous Occupations	

Animal Caretaker	7.25
Carnival Equipment Operator	8.79
Carnival Equipment Repairer	9.22
Carnival Worker	6.26
Desk Clerk	7.25
Embalmer	17.63
Lifeguard	6.38
Park Attendant (Aide)	8.01
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.15
Recreation Specialist	13.50
Recycling Worker	8.82
Sales Clerk	6.38
Sport Official	6.38
Survey Party Chief (Chief of Party)	9.82
Surveying Aide	6.13
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	8.93
Swimming Pool Operator	8.98
Vending Machine Attendant	8.82
Vending Machine Repairer	10.33
Vending Machine Repairer Helper	8.82
Personal Needs Occupations	
Child Care Attendant	6.56
Child Care Center Clerk	9.42
Chore Aid	6.13
Homemaker	9.92
Plant and System Operation Occupations	
Boiler Tender	16.79
Sewage Plant Operator	17.81
Stationary Engineer	16.79
Ventilation Equipment Tender	13.05
Water Treatment Plant Operator	17.81
Protective Service Occupations	
Alarm Monitor	8.58
Corrections Officer	12.33
Court Security Officer	12.33
Detention Officer	12.33
Firefighter	13.65
Guard I	7.17
Guard II	8.58
Police Officer	14.75
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.68
Hatch Tender	12.76
Line Handler	12.76
Stevedore I	14.04
Stevedore II	15.42
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
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Archeological Technician I	11.83
Archeological Technician II	13.30
Archeological Technician III	16.43
Cartographic Technician	16.43
Cashier	6.45
Civil Engineering Technician	18.89
Computer Based Training (CBT) Specialist/ Instructor	20.97
Drafter I	10.42
Drafter II	11.73
Drafter III	14.74
Drafter IV	17.91
Engineering Technician I	12.48

Engineering Technician II	13.35
Engineering Technician III	16.45
Engineering Technician IV	19.92
Engineering Technician V	23.27
Engineering Technician VI	28.75
Environmental Technician	16.43
Flight Simulator/Instructor (Pilot)	24.14
Graphic Artist	18.24
Instructor	18.12
Laboratory Technician	12.28
Mathematical Technician	16.43
Paralegal/Legal Assistant I	11.18
Paralegal/Legal Assistant II	13.58
Paralegal/Legal Assistant III	16.61
Paralegal/Legal Assistant IV	20.10
Photooptics Technician	18.89
Technical Writer	15.55
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	14.08
Weather Observer, Senior (3)	15.24
Weather Observer, Upper Air (3)	14.08
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	9.75
Parking and Lot Attendant	7.22
Shuttle Bus Driver	9.33
Taxi Driver	8.80
Truckdriver, Heavy Truck	11.57
Truckdriver, Light Truck	9.33
Truckdriver, Medium Truck	9.75
Truckdriver, Tractor-Trailer	11.57

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VACATION: 2 weeks paid vacation after 1 year of service with a contractor or success weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole of continuous service with the present contractor or successor, wherever employed, and the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Co Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your

basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, or the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) uniforms is an expense that may not be borne by an employee where such cost reduces hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$1.67 cents per day). However, in those instances where the uniforms furnished are "wash and wear" materials, they may be routinely washed and dried with other personal gear and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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- 3) The contracting officer reviews the proposed action and promptly submits a report to the agency, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b))

Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disa the action via transmittal to the agency contracting officer, or notifies the contra officer that additional time will be required to process the request.

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&&&&&&&&&&



**CONTRACT F41689-97-C0509
MODIFICATION A00032
ATTACHMENT 2e
AREA WAGE DETERMINATION**



WAGE DETERMINATION NO: 94-2122 REV (12) AREA: FL,NORTHWEST FLORIDA

WAGE DETERMINATION NO: 94-2122 REV (12) AREA: FL,NORTHWEST FLORIDA
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2122
Director	Wage Determinations	Revision No.: 12
		Date Of Last Revision: 06/14/2000

State: Florida

Area: Florida Counties of Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, J
Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	16.57
School Crossing Guard (Crosswalk Attendant)	6.94
Administrative Support and Clerical Occupations	
Accounting Clerk I	7.74
Accounting Clerk II	8.60
Accounting Clerk III	10.18
Accounting Clerk IV	12.32
Court Reporter	10.17
Dispatcher, Motor Vehicle	10.21
Document Preparation Clerk	8.59
Duplicating Machine Operator	8.59
Film/Tape Librarian	10.91
General Clerk I	5.78
General Clerk II	7.34
General Clerk III	8.59
General Clerk IV	9.65
Housing Referral Assistant	10.63
Key Entry Operator I	7.83
Key Entry Operator II	9.56
Messenger (Courier)	5.78
Order Clerk I	7.89
Order Clerk II	10.33
Personnel Assistant (Employment) I	6.04
Personnel Assistant (Employment) II	7.68
Personnel Assistant (Employment) III	8.98
Personnel Assistant (Employment) IV	10.09
Production Control Clerk	10.63
Rental Clerk	9.03
Scheduler, Maintenance	9.96
Secretary I	9.51
Secretary II	10.17
Secretary III	10.63
Secretary IV	11.63
Secretary V	12.85
Service Order Dispatcher	9.03
Stenographer I	8.47
Stenographer II	10.63

Supply Technician	11.65
Survey Worker (Interviewer)	10.21
Switchboard Operator-Receptionist	7.62
Test Examiner	10.17
Test Proctor	10.17
Travel Clerk I	7.73
Travel Clerk II	8.22
Travel Clerk III	8.68
Word Processor I	7.52
Word Processor II	9.04
Word Processor III	9.54
Automatic Data Processing Occupations	
Computer Data Librarian	9.22
Computer Operator I	9.22
Computer Operator II	10.97
Computer Operator III	12.47
Computer Operator IV	14.46
Computer Operator V	15.21
Computer Programmer I (1)	11.85
Computer Programmer II (1)	14.67
Computer Programmer III (1)	17.65
Computer Programmer IV (1)	20.12
Computer Systems Analyst I (1)	18.39
Computer Systems Analyst II (1)	21.15
Computer Systems Analyst III (1)	24.12
Peripheral Equipment Operator	9.22
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.84
Automotive Glass Installer	16.05
Automotive Worker	16.05
Electrician, Automotive	16.94
Mobile Equipment Service	14.27
Motor Equipment Metal Mechanic	17.84
Motor Equipment Metal Worker	16.05
Motor Vehicle Mechanic	17.84
Motor Vehicle Mechanic Helper	13.32
Motor Vehicle Upholstery Worker	15.19
Motor Vehicle Wrecker	16.05
Painter, Automotive	16.94
Radiator Repair Specialist	16.05
Tire Repairer	13.79
Transmission Repair Specialist	17.84
Food Preparation and Service Occupations	
Baker	10.02
Cook I	8.91
Cook II	10.02
Dishwasher	6.52
Food Service Worker	6.52
Meat Cutter	10.02
Waiter/Waitress	7.12
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.94
Furniture Handler	12.50
Furniture Refinisher	16.94
Furniture Refinisher Helper	13.32
Furniture Repairer, Minor	15.19
Upholsterer	16.94
General Services and Support Occupations	
Cleaner, Vehicles	6.52
Elevator Operator	6.52
Gardener	8.91
House Keeping Aid I	5.93

House Keeping Aid II	6.52
Janitor	6.94
Laborer, Grounds Maintenance	7.12
Maid or Houseman	5.93
Pest Controller	9.48
Refuse Collector	6.52
Tractor Operator	8.31
Window Cleaner	7.12
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	8.71
Licensed Practical Nurse II	9.77
Licensed Practical Nurse III	10.93
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	13.54
Registered Nurse II	16.57
Registered Nurse II, Specialist	16.57
Registered Nurse III	20.05
Registered Nurse III, Anesthetist	20.05
Registered Nurse IV	24.02
Information and Arts Occupations	
Audiovisual Librarian	15.05
Exhibits Specialist I	15.26
Exhibits Specialist II	18.59
Exhibits Specialist III	21.87
Illustrator I	15.26
Illustrator II	18.59
Illustrator III	21.87
Librarian	12.85
Library Technician	11.65
Photographer I	12.90
Photographer II	15.26
Photographer III	18.59
Photographer IV	21.87
Photographer V	26.44
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.24
Counter Attendant	6.24
Dry Cleaner	7.37
Finisher, Flatwork, Machine	6.24
Presser, Hand	6.24
Presser, Machine, Drycleaning	6.24
Presser, Machine, Shirts	6.24
Presser, Machine, Wearing Apparel, Laundry	6.24
Sewing Machine Operator	7.81
Tailor	8.23
Washer, Machine	6.58
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.94
Tool and Die Maker	20.53
Material Handling and Packing Occupations	
Forklift Operator	12.50

Fuel Distribution System Operator	15.08
Material Coordinator	14.27
Material Expediter	14.27
Material Handling Laborer	10.44
Order Filler	10.18
Production Line Worker (Food Processing)	13.32
Shipping Packer	9.55
Shipping/Receiving Clerk	10.33
Stock Clerk (Shelf Stocker; Store Worker II)	11.60
Store Worker I	8.51
Tools and Parts Attendant	13.32
Warehouse Specialist	12.04
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.84
Aircraft Mechanic Helper	13.32
Aircraft Quality Control Inspector	18.751
Aircraft Servicer	15.19
Aircraft Worker	16.05
Appliance Mechanic	16.94
Bicycle Repairer	13.79
Cable Splicer	17.84
Carpenter, Maintenance	16.94
Carpet Layer	16.05
Electrician, Maintenance	17.84
Electronics Technician, Maintenance I	16.72
Electronics Technician, Maintenance II	19.35
Electronics Technician, Maintenance III	20.39
Fabric Worker	15.19
Fire Alarm System Mechanic	17.84
Fire Extinguisher Repairer	14.27
Fuel Distribution System Mechanic	17.84
General Maintenance Worker	16.05
Heating, Refrigeration and Air Conditioning Mechanic	17.84
Heavy Equipment Mechanic	17.84
Heavy Equipment Operator	17.84
Instrument Mechanic	17.84
Laborer	9.00
Locksmith	16.94
Machinery Maintenance Mechanic	19.48
Machinist, Maintenance	17.84
Maintenance Trades Helper	13.32
Millwright	17.84
Office Appliance Repairer	16.94
Painter, Aircraft	16.94
Painter, Maintenance	16.94
Pipefitter, Maintenance	17.84
Plumber, Maintenance	16.94
Pneudraulic Systems Mechanic	17.84
Rigger	17.84
Scale Mechanic	16.05
Sheet-Metal Worker, Maintenance	17.84
Small Engine Mechanic	16.05
Telecommunication Mechanic I	17.84
Telecommunication Mechanic II	18.75
Telephone Lineman	17.84
Welder, Combination, Maintenance	17.84
Well Driller	17.84
Woodcraft Worker	17.84
Woodworker	14.27
Miscellaneous Occupations	
Animal Caretaker	7.72
Carnival Equipment Operator	8.31

Carnival Equipment Repairer	8.91
Carnival Worker	6.94
Desk Clerk	6.50
Embalmer	16.57
Lifeguard	5.79
Park Attendant (Aide)	7.28
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	6.50
Recreation Specialist	11.63
Recycling Worker	8.31
Sales Clerk	5.79
Sport Official	5.79
Survey Party Chief (Chief of Party)	8.95
Surveying Aide	5.33
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	8.10
Swimming Pool Operator	10.02
Vending Machine Attendant	8.31
Vending Machine Repairer	10.02
Vending Machine Repairer Helper	8.31
Personal Needs Occupations	
Child Care Attendant	6.50
Child Care Center Clerk	8.10
Chore Aid	5.93
Homemaker	9.01
Plant and System Operation Occupations	
Boiler Tender	17.84
Sewage Plant Operator	16.94
Stationary Engineer	17.84
Ventilation Equipment Tender	13.32
Water Treatment Plant Operator	16.94
Protective Service Occupations	
Alarm Monitor	5.85
Corrections Officer	11.87
Court Security Officer	12.33
Detention Officer	11.87
Firefighter	11.86
Guard I	5.33
Guard II	5.85
Police Officer I	14.75
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.56
Hatch Tender	14.56
Line Handler	14.56
Stevedore I	13.72
Stevedore II	15.29
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	9.20
Archeological Technician II	10.35
Archeological Technician III	12.78
Cartographic Technician	12.78
Cashier	5.89
Civil Engineering Technician	12.78
Computer Based Training (CBT) Specialist/ Instructor	18.39
Drafter I	10.75
Drafter II	12.90
Drafter III	15.26
Drafter IV	18.59
Engineering Technician I	8.23
Engineering Technician II	9.22
Engineering Technician III	10.33

Engineering Technician IV	12.78
Engineering Technician V	15.65
Engineering Technician VI	18.93
Environmental Technician	12.78
Flight Simulator/Instructor (Pilot)	21.15
Graphic Artist	18.39
Instructor	15.65
Laboratory Technician	12.47
Mathematical Technician	12.78
Paralegal/Legal Assistant I	10.17
Paralegal/Legal Assistant II	11.63
Paralegal/Legal Assistant III	14.23
Paralegal/Legal Assistant IV	17.21
Photooptics Technician	12.78
Technical Writer	19.19
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	12.47
Weather Observer, Senior (3)	16.08
Weather Observer, Upper Air (3)	12.47
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.47
Parking and Lot Attendant	7.89
Shuttle Bus Driver	10.77
Taxi Driver	9.74
Truckdriver, Heavy Truck	12.11
Truckdriver, Light Truck	10.77
Truckdriver, Medium Truck	11.47
Truckdriver, Tractor-Trailer	12.11

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plan and personal leave, severance pay, and savings and thrift plans. Minimum employee contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or success weeks after 7 years, and 4 weeks after 11 years. Length of service includes the who of continuous service with the present contractor or successor, wherever employed, a the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Co Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. rate of basic pay plus a night pay differential amounting to 10 percent of the rate basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty).

considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, or the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) uniforms is an expense that may not be borne by an employee where such cost reduces hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$0.67 cents per day). However, in those instances where the uniforms furnished are "wash and wear" materials, may be routinely washed and dried with other personal gear and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

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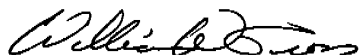
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**CONTRACT F41689-97-C0509  
MODIFICATION A00032  
ATTACHMENT 2f  
COLLECTIVE BARGAINING AGREEMENT**

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 2000-0096  
Revision No.: 2  
Date of Last Revision: 07/20/2000

State: Texas

Area: Texas County of Wichita

Employed on Sheppard Air Force Base contract(s) for maintenance services .

Collective Bargaining Agreement between Raytheon Aerospace Company and International Association of Machinists and Aerospace Workers District Lodge #776 and Local Lodge #2771 effective January 27, 2000 through April 11, 2003.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

2000-0096-02



# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**Raytheon Aerospace Support Services  
Sheppard Air Force Base  
Wichita Falls, TX.**

**AND**

**The International Association  
of  
Machinists and Aerospace Workers**

**District Lodge #776**

**and**

**Local Lodge #2771**

**SHEPPARD CBA  
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## **PREAMBLE**

This Agreement is made and entered into this 27<sup>th</sup> day of January, 2000 by and between Raytheon Aerospace Support Services Sheppard AFB, (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, District Lodge #776 and Local Lodge #2771 (hereinafter referred to as the Union).

It is understood wherever in this Agreement employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both males and females.

## **ARTICLE 1.00**

### **INTENT AND PURPOSE**

#### **Section 1.**

It is the intent and purpose of the Company and the Union to ensure Industrial peace and to set forth herein the entire Agreement with respect to wages, hours, and working conditions as relates to the Government Contract covered by this Agreement.

#### **Section 2.**

Further it is the mutual intent of the parties to promote to the fullest the efficiency of the operation and production of the employees; under methods that furthers the safety of all affected parties, the efficiency and economy of operations and the continued employment under conditions of reasonable hours, compensation and working conditions as contained herein so that operations will be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual responsibilities to both the public and to the Government with due regard to competitive conditions.

#### **Section 3.**

It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively for the advancement of said conditions; and to provide a grievance procedure for the settlement of the employees grievances; and to provide that there shall be no interruption and/or impeding of operations during the term of this Agreement.

#### **Section 4.**

The Union recognizes that the Company is a Contractor to the Federal Government and that the Company is required at all times to meet its contractual obligations. Nothing in this Agreement is intended nor will any provision of this Agreement prevent the Company from meeting its obligations and responsibilities as a contractor. The Union and the Company recognize that the Government may impose various demands or obligations upon the Company and its employees. If such action requires, the Company and the Union agree to comply with the requirements to the degree necessary, subject to rebuttal by either, or both parties through the grievance and arbitration procedures and/or the courts, if deemed necessary.

## ARTICLE 2.00

### MANAGEMENT RIGHTS

#### Section 1.

The Company shall retain the exclusive authority, rights and powers to manage its business and direct the working force. Such authority, rights and powers include, but are not limited to, the right to hire, assign, transfer, promote, reclassify, layoff, discipline for cause (including suspension and discharge); determine work schedules and the starting and quitting time, the number of hours and shifts to be worked, the qualifications of employees; to establish and modify rules and regulations not in conflict with the terms of this Agreement. These rights are not intended to be all-inclusive, but enumerate by way of illustration, the type of rights which belong to the Company.

#### Section 2.

Except as expressly modified by a specific provision of this Agreement, or except as such rights are specifically relinquished herein, all rights, powers, or authority which the Company had prior to the signing of this Agreement, are retained by it. No relationship between the parties shall be construed to constitute or create any implied limitation on the Company's authority, rights or powers.

## **ARTICLE 3.00**

### **UNION RECOGNITION**

#### **Section 1.**

The Company recognizes the Union certified by the National Labor Relations Board in case no. 16-RC-10137 on September 14, 1999, as the exclusive representative of all employees stipulated in the National Labor Relations Board Certification of Representation as follows:

#### **Section 1-A.**

All production and technical employees, including Leadmen, in the unit certified by the NLRB in Section 1 above but excluding Office Clerical employees, Professional and Managerial employees, Supervisors and Guards as defined by the Act.



**ARTICLE 4.00**  
**UNION SECURITY**

**Section 1.**

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

**Section 2.**

Each employee in the bargaining unit who has voluntarily signed a membership application and/or dues authorization card shall, as a condition of continued employment in the bargaining unit, maintain their membership as provided for in this Article by paying to the Union an amount of money equal to the Unions regular and usual initiation fee and its regular, uniform and usual monthly dues as certified by the Secretary-Treasurer of District Lodge #776 and it's Local Lodge #2771 of the International Association of Machinists and Aerospace Workers:

- a. This Membership Application and assignment is voluntarily made in consideration for the cost of representation and collective bargaining and is not contingent upon present or future membership in the Union. This membership application assignment shall be effective and irrevocable for a period of one (1) year from the date of execution or until the termination date of this collective bargaining agreement, whichever occurs sooner. Any employee within the

bargaining unit who is required to contribute to the Union as provided in this Article and who is transferred or promoted out of the bargaining unit or laid off shall not be subject to any provisions of this Article during the period of time such employee remains outside the bargaining unit or on layoff.

### **Section 3.**

An employee within the bargaining unit shall be considered in good standing for the purpose of this Article when such employee tenders the amount of money equal to the Union's regular and usual initiation fee and its regular uniform monthly dues to an authorized agent of the Union or through payroll fees/dues deduction. Upon written demand from the Union, the Company shall terminate any employee within the bargaining unit who fails to tender the sum due the Union under this Article within thirty (30) days of the date such sum is due provided the Union informs the Company and the employee in writing and allows him/her an additional fifteen (15) days after the 30<sup>th</sup> day of delinquency. If the employee fails to resolve his/her dues delinquency with the Union, the Company will terminate the employee effective the end of that payroll period.

### **Section 4.**

Employees may handle the matter of payment of Union fees/dues directly with the Union.

### **Section 5.**

Deductions shall be made for the accrued regular monthly Union dues of each employee in the bargaining unit for whom the above authorization has been

received, beginning with the pay for the first full pay period in the month following receipt of such authorization, provided that sufficient earnings remain to cover Union dues after all deductions required by law are made, and such dues deductions shall continue in like manner monthly thereafter, except as qualified in this Article.

#### **Section 6.**

Accrued dues not deducted in the regular month as provided above shall be deducted as follows:

- a. At the beginning of each calendar quarter the Union shall furnish the Company a list of names and employee numbers of employees who have authorized the deduction of Union dues and who are in arrears in the payment of such dues for the preceding quarter, specifying on such list the amount of each named employee's arrearage.
- b. After the receipt of such list, the Company shall make a special deduction of Union dues in the amount of the listed arrearage from the pay of each named employee, provided that sufficient earnings remain to cover the dues arrearage after all deductions required by law are made.

## Section 7.

The Authorization For Deduction of Union dues form set out in this Section is agreed to by the parties and is made provision of this Agreement. At the time this Agreement becomes effective, the parties agree to begin to use the following Dues Deduction Authorization form for all new deductions. In addition, each individual authorization card signed and dated prior to the date of the contract ratification shall, upon ratification, have it's effective date changed to reflect the ratification date and the initial irrevocable period shall run one (1) year from the date of ratification of the Collective Bargaining Agreement. Thereafter, dues authorization shall conform to terms of the Dues Authorization Card.

The authorization for deduction of check-off dues is as follows:

### DUES AUTHORIZATION CARD

NAME \_\_\_\_\_ CLOCK NO. \_\_\_\_\_ DEPT. \_\_\_\_\_

I hereby authorize Raytheon Aerospace Support Services or it's successors, to deduct from my wages, each and every month, commencing with next payroll period an amount equivalent to dues as shall be certified by the Secretary-Treasurer of District Lodge #776 of the International Association of Machinists and Aerospace Workers. I further authorize the Company to deduct from my wages a designated sum in payment of initiation fees when notified in writing to do so by the Secretary-Treasurer of the Lodge. The sums to be deducted are hereby assigned by me to District Lodge #776 of the

International Association of Machinists and Aerospace Workers and are to be remitted by the Company to the Secretary-Treasurer of District Lodge #776.

This authorization and assignment is voluntarily made in consideration for the cost of representation and collective bargaining and is not contingent upon my present or future membership in the Union. This authorization and assignment shall be effective and irrevocable for a period of one (1) year from the date of execution or until the termination date of the collective bargaining agreement between Raytheon Aerospace Support Services or its successors, and District Lodge #776 of the International Association of Machinists and Aerospace Workers, whichever occurs sooner.

Further, this authorization and assignment shall continue in full force and effect from year to year beyond the irrevocable period set forth above and this authorization and assignment shall be effective and irrevocable in each subsequent year unless revoked by me within ten (10) calendar days prior to the date of termination of any irrevocable period hereof. Such revocation shall be effected by written notice, sent by certified mail, return receipt requested, to the Company and the Union within such ten (10) day period.

Contributions or gifts to the International Association of Machinists and Aerospace Workers are not tax deductible as charitable contributions for federal income tax purposes. However, such contributions or gifts may be tax deductible under other provisions of the Internal Revenue Code.

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article.

## **ARTICLE 5.00**

### **STEWARDS / VISITATION**

#### **Section 1.**

The Company agrees to recognize the Stewards duly authorized by the Union to represent those employees covered by the terms of this Agreement. The number of Stewards shall be in that number required by the Union to assure employees in the unit ready access to a Steward in their assigned work location. It is agreed this objective can be achieved with not more than four (4) Stewards unless mutually agreed to delete or add.

#### **Section 2.**

Subject to other provisions of this Article, reasonable and necessary time, during work hours, shall be authorized without loss of pay or benefits to permit Stewards to carry out their responsibilities to the employees in the unit. Furthermore, the Union will ensure that Stewards engage only in those activities, which are authorized by this Agreement or appropriate regulations and will not unreasonably interfere with the assigned duties of employees.

#### **Section 3.**

Recognizing the mutual benefit of resolving problems at the lowest level, employees who have a complaint or grievance may discuss the matter with their Steward. The necessary time away from the Steward's official work assignment shall be scheduled as far in advance as practical to minimize interruption of work flow. When the Steward finds it

necessary to discuss a problem or labor-management disagreement with a unit employee and/or management official, the Stewards shall request permission to leave their work from their manager. Upon entering the work area of another manager's responsibility, the Steward will contact the manager before attempting to contact any employee. In each instance, the Supervisor's permission will be granted promptly unless compelling work commitments dictate otherwise. If permission is denied, the Supervisor will promptly establish an alternate time at which the Steward can contact the employee(s).

#### **Section 4.**

The scope of the Steward's activities on Company time shall be limited to the following:

- a. To consult with an employee regarding a question concerning this Agreement, complaint, or grievance for which the employee desires a Steward to be present.
- b. To investigate a complaint or grievance before presentation to the appropriate Supervisor.
- c. To present a question concerning this Agreement, complaint or grievance to an employee's immediate Supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- d. To meet with an appropriate Supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.



- e. During an investigation in which it is determined by supervision that an employee may be subject to discipline, said employee shall be advised of his right to Union representation.

#### **Section 5.**

Subject to existing security regulations, authorized representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances or complaints that have arisen or attending meetings in accordance with the Grievance Procedures. Before doing so he/she shall report to the Site Manager or other authorized Company representative, who shall permit said Union representative to enter the Company's premises, provided that such right shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations.

#### **Section 6.**

Stewards shall be employees of the Company selected from among those employees they represent. Any changes in Stewards; the Union must notify the Company. Areas of representation shall be determined by mutual agreement of the Company and the Union. The Union shall present in writing to the Company the names of the Stewards selected and the areas they represent.

**Section 7.**

No Steward will be transferred out of his/her assigned work area or to a different shift so long as there is work available therein which he/she is qualified to perform, except by agreement of the Company and the Union while in the position of Steward.

**Section 8.**

Stewards shall not handle any grievances arising outside of their respective areas, unless the Steward assigned to an area is absent and is not expected to return to work promptly enough to handle the grievance, in which event the Steward assigned to the area nearest the area of the absent Steward will be permitted to handle grievances in such absent Steward's area.

**Section 9.**

Stewards and members of the (Negotiating Committee) with (one (1) year of service with) the Company shall have top seniority within their respective departments as long as they remain officially in such capacity for the Union and work is available in their section which they are capable of performing.

**Section 10**

It is agreed that the Company shall not be required to pay an employee for any time that he/she is away from his/her work to serve the Union in any official capacity or to serve on any Union Committee, except as provided in the Agreement.

## ARTICLE 6.00

### SENIORITY

#### Section 1.

New employees and those hired after a break in continuous service, regardless of classification shall be considered trial employees until they have completed ninety (90) calendar days from the date of hire. The Company may transfer, lay-off, discharge or discipline such trial period employees and such action shall not be reviewable through the grievance procedure.

#### Section 2.

Seniority among employees who were employed on the date of ratification of this Agreement will be determined as follows:

- a. Employees who are employed by the Company at SAFB on or before the date of ratification of this Agreement will have their seniority based upon their length of service on the contract. For the purpose of this article, the term "on the contract" shall include continuous service with either the Company or predecessor contractors at Sheppard AFB working on the A.E.T.C. Training Maintenance Contract or with the Company with the A.E.T.C. contract at any location.
- b. Employees who may be transferred into or rehired on the contract subsequent to the application of Article Six, Section 2 (a) above will have their seniority based

upon their date of hire with the Company or their date of transfer to the contract, whichever is lesser. It is understood and agreed that such employees shall retain the earlier date for the purpose of benefit accruals, including but not limited to vacation accruals and retirement program.

### **Section 3.**

Seniority of employees will be broken under the following conditions and their employment with the Company will be terminated:

- a. Discharge for just cause.
- b. Resignation
- c. Failure to be recalled from layoff within thirty six (36) months after such layoff.
- d. Failure to report for work upon expiration of an approved leave of absence.
- e. Accepting other employment while on approved leave of absence without prior permission of the Company.
- f. Unexcused absence from work for a period of three (3) consecutive work days without reporting to the Company a reason for such absence.

### **Section 4.**

When two (2) or more employees have the same seniority date as herein provided, the employee having the lowest last four (4) numbers of his/her social security number shall be considered having the most seniority for tie breaking purposes.

**Section 5.**

Employees covered hereby who are transferred or promoted to positions within the Company, but not within job classifications covered hereby, shall retain but not accrue seniority hereunder, and shall not be construed as working under the terms of this Agreement while occupying such positions.

## **ARTICLE 7.00**

### **MANAGEMENT / SUPERVISORS**

#### **Section 1.**

Work performed by management or supervision will be restricted to those requirements beyond the capabilities of bargaining unit employees or as provided in Section 2 below.

#### **Section 2.**

Management / supervisory personnel may perform work of employees covered by the Agreement under the following conditions:

- a. Under emergency conditions.
- b. In order to prevent injury to employees or damage to property.
- c. When required for safety.
- d. To keep or maintain certification or licensing.

**ARTICLE 8.00**  
**HOURS OF WORK**

**Section 1.**

No provision of this Agreement shall be construed as a guarantee of any specified numbers of hours of work either per day or per week. The Company will make every effort to schedule employees for full days and full weeks.

**Section 2.**

Eight (8) consecutive hours, exclusive of an uninterrupted lunch period of one (1) hour shall constitute a standard work shift.

The Company reserves the right to alter this section in emergency situations and when the customer requirements necessitate alteration.

**Section 3.**

The normal workweek shall consist of seven (7) consecutive days, beginning with Saturday. The Company may establish workweek schedules consisting of five (5), eight (8) hour work days and two (2) consecutive days off within the workweek.

**Section 4.**

The Company will permit the employee to take a fifteen (15) minute rest period during each half of the work shift without loss of pay. Employees required to work at least two (2) hours beyond the end of their shift shall be entitled to a rest period every two (2) hours thereafter. Employees must work up to the start of the rest period and be at their place of work at the end of the rest period.



## ARTICLE 9.00

### NO STRIKE AND NO LOCKOUT

#### Section 1.

It is expressly understood and agreed that the parties agree that during the term of this Agreement:

- a. The procedure provided for herein for the settlement of grievances shall serve as the means for the peaceful settlement of all disputes that may arise between the parties.
- b. During the life of this Agreement, no work stoppage, strikes (including sympathy strikes) or slowdowns shall be caused or sanctioned by the Union, and no lockouts shall be made by the Company.
- c. No rules, customs or practices shall be permitted which limit production or increase the time required to do any work. There shall be no limitations or restriction of the use of machinery, tools or other laborsaving devices.
- d. Any employee(s) individually or collectively, who shall cause or take part in any violation of this Article or any activities prohibited by this Article shall be discharged or subject to other disciplinary action as the Company may consider appropriate. Any such disciplinary action shall be subject to the grievance and

arbitration procedures defined herein. Should the Company prove the individual(s) did participate in such action, in violation of this provision, the disciplinary action shall not be altered.

- e. In the event of a violation of this Article, the Union, (it's agents, officers, and members) collectively agree it will use its best efforts to end such prohibited conduct, utilizing every possible means to include but not limited to:
  - 1. Requesting through personal contact with the employees that they comply with the Agreement and not take part in any prohibited conduct.
  - 2. Notifying all employees by mail that such prohibited conduct is unauthorized and in violation of the Agreement.
  - 3. Requesting those violating this Agreement to return to work and/or fully comply with the terms of this Agreement.
- f. Violation of this Article and any liability resulting therefrom shall not be excused or forgiven because the Union is engaged in any form of a strike or other coercive activity against any other contractor or Company, nor because employees covered by this Agreement engaged in any form of conduct prohibited by this Article in support of or in sympathy with employees of any employer who may be engaged in a strike or other form of coercive activity at this location.

**Section 2.**

Stewards have no authority to take strike action, or any action interrupting the Company's business. The Company shall have the authority to impose proper discipline, including discharge, in the event a Steward has taken unauthorized strike action, slow down, work stoppage, or other actions in violation of this Agreement. Any such disciplinary action shall be subject to the grievance and arbitration procedures defined herein.

## **ARTICLE 10.00**

### **WAGE RULES**

#### **Section 1.**

The Company shall pay the scale of wages included in "Appendix A" made a part hereof.

#### **Section 2.**

For the purpose of this Agreement, "effective hourly rate" is defined as the hourly rate resultant from dividing the employee's total basic remuneration for employment in the work week by the employee's total number of hours worked, plus the total number of hours paid but not worked, in the work week. "Basic remuneration" is comprised of the employee's basic hourly rate and any applicable hourly shift premium.

#### **Section 3.**

Employees promoted or temporarily assigned to another job classification shall receive the rate of that job classification or continue at their present rate, whichever is greater. If temporarily assigned, they shall, upon return to their prior classification, assume the rate held prior to the temporary assignment. Pay increases relative to such temporary assignments or promotions shall become effective at the time the employee assumes the new assignment.

**Section 4.**

Employees covered hereby shall be paid on alternate Fridays for the two (2) work weeks ending the preceding Friday.

## **ARTICLE 11.00**

### **OVERTIME**

#### **Section 1.**

It is understood and agreed that the Company reserves the right to require employees covered by this agreement to perform overtime work. When such overtime is required, employees involved will be given as much advance notice as is practical, but at least thirty (30) minutes notice prior to the commencement of the overtime.

#### **Section 2.**

##### **Section 2-A.**

Work in excess of forty (40) hours per week shall be paid for at the rate of one and one-half ( $1 \frac{1}{2}$ ) times the regular hourly rate.

##### **Section 2-B.**

Work on Saturday shall be paid for at the rate of one and one-half ( $1 \frac{1}{2}$ ) times the normal hourly rate for all hours worked, if it is the sixth (6<sup>th</sup>) consecutive day worked.

##### **Section 2-C.**

Work performed on Sunday shall be paid for at the rate of two (2) times the normal hourly rate for all hours worked, if it is the seventh (7<sup>th</sup>) consecutive day worked.

**Section 2-D.**

For purposes of computing overtime, the first (1<sup>st</sup>) and second (2<sup>nd</sup>) scheduled days off in an employee's work week are counted as the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day of the week.

**Section 3.**

When it becomes necessary for employees covered by this Agreement to work overtime, they shall not be laid off during regular working hours to equalize the time.

**Section 4.**

No overtime shall be worked except by direction of the proper supervisory personnel of the Company.

**Section 5.**

Management will maintain an overtime use roster for determining overtime eligibility, which shall be reviewed weekly with Leads. The Shop Steward will have access to the overtime use roster.

**Section 6.**

Whenever possible, the Company will notify employees by close of the business day on Thursday of any weekend overtime. If said weekend overtime is to be cancelled, it will be done by close of business day on Friday, whenever possible.

**Section 7.**

The Company will not cancel weekday overtime without a minimum of one (1) hour notice.

**Section 8.**

The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours per day or per week.



## **ARTICLE 12.00**

### **SHIFT PREMIUM**

#### **Section 1.**

A differential premium of thirty cents (\$.30) per hour will be paid to employees whose shift begins at 2:00 p.m. or later.

#### **Section 2.**

An employee who is scheduled and reports for work at the scheduled time without having been notified not to report, shall be given four (4) hours work, or if no such work is available, he shall be paid four (4) hours pay at his applicable straight time rate, except where work is not available due to circumstances beyond control of the Company.

#### **Section 3.**

An employee who is called and reports back to work after he has completed his regularly assigned shift and punched out his time card shall receive a minimum of four (4) hours pay at his applicable rate.

#### **Section 4.**

If an employee is specifically notified and scheduled to start work four hours or less before the start time of his regularly scheduled shift, he shall be required to remain at work until the end of his regular shift provided work is available. At the discretion of management he may be excused early upon request.

## **ARTICLE 13.00**

### **HOLIDAYS**

#### **Section 1.**

The following ten (10) days are designated as holidays:

New Year's Day  
President's day  
Martin Luther King Jr.'s Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas day

#### **Section 2.**

An employee who is on the active payroll on a holiday shall be eligible for pay for such unworked holiday provided he/she works their last scheduled shift before and their first scheduled shift after the holiday, unless excused by the management. (Excused does not include unpaid leave of absence, workers compensation or short/long term disability.)

In addition to holidays listed above, the company will observe any holidays declared as a legal holiday and observed by the United States Air Force at Sheppard AFB. If there is such a holiday which would cause an employee to lose a days pay, he may take one day of accrued paid personnel time, or vacation, if available.

### **Section 3.**

When employees work on a holiday, they shall be paid in addition to the holiday pay at one and one half ( $1 \frac{1}{2}$ ) times their base rate of pay for the hours worked on the holiday.

### **Section 4.**

Should one of the holidays authorized above fall on a regularly scheduled day off, employees will be authorized an alternate day off with pay at their base rate, to be taken at a time mutually convenient to the employee and Company within thirty (30) days following the holiday. Employee shall not receive vacation pay or paid personnel leave in addition to holiday pay for the same day.

### **Section 5.**

Should any holiday authorized above occur on a Saturday, the proceeding Friday will be considered the holiday. Should any holiday authorized above occur on a Sunday, the Monday following will be considered the holiday unless determined not to be a holiday celebrated by the U.S.A.F. at Sheppard A.F.B.

### **Section 6.**

Holiday pay shall be considered as time worked for the purpose of computing overtime pay.

**ARTICLE 14.00**  
**LEAVES OF ABSENCE**

**Section 1.**

Limited unpaid personal leaves of absence may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall be for not less than five (5) workdays, not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing and must receive approval by the Company. Accrued vacation must be used before any leave will be approved (except FMLA). A maximum of two (2) extensions may be approved by the Company.

However, if the employee does not return to work after the personal leave of absence, the employee shall be terminated.

- a. Vacation credits and paid personal leave credits are not earned while on a leave of absence under the provisions of this article.
- b. Health insurance may continue for a maximum of sixty (60) days provided the employee pays his/her portion of the premium at least ten (10) days prior to the next months insurance coverage.

**Section 2.**

Seniority shall continue to accumulate during the approved leave of absence. When an employee has been granted a leave of absence for a specified period of time, it will be the

employee's responsibility to request an extension of such leave prior to expiration if additional time is required. All such extensions must have prior Company approval.

### **Section 3.**

Leave of absence for legitimate personal health reasons supported by sufficient medical verification will be granted to an employee for a period of not to exceed ninety (90) days and will be extended when supported by sufficient medical verification supplied by the employee from a licensed physician. Leaves of absence for personal health reasons will not exceed six (6) months. An employee will be laid off after exhausting twenty-six (26) weeks of Short-Term Disability benefits. In the event the employee is released within six (6) months of the date of such layoff and the employee has notified the Company, in writing, of their ability to return to work, the employee will be returned to the classification he/she held at the time such leave was taken providing their classification has not been abolished. If not released to return to work within six (6) months after the date of the layoff, the employee shall be terminated.

### **Section 4.**

An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon written release of a licensed physician provided the employee is able to perform, all of his/her assigned duties. Should the Company question the employee's capability to perform the assigned duties, the Company may have the employee examined by another physician, prior to returning the employee to

work. If the physician selected by the Company and the employee's physician disagree, then the employee shall be examined by a third mutually acceptable physician and that physician's decision shall decide the employee's capability. Any such additional examination costs shall be incurred by the Company.

- a. While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work on a bi-weekly basis, except in those cases where the employee's physician has provided an expected date of return.

#### **Section 5.**

Leaves of absence without pay for Union business will be granted to Bargaining Unit employees who are employees of the Company not to exceed two (2) weeks, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and union educational courses, provided at least five (5) work days advance notice is given in writing to the Company. However, not more than four (4) employees may on such leave at any one time and of the four (4) employees, no more than one (1) will be from the same work center.

#### **Section 6.**

Leaves of absence without pay in workers' compensation injury and legal occupational disease cases will be granted automatically for the full period of legal temporary disability, and seniority will accumulate for the full period of such leave.

#### **Section 7.**

An employee who has completed his/her probationary period, who is called to and performs short term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight time hourly rate of pay for a period of up to ten (10) scheduled working days per calendar year. The employee must present a copy of the employee's orders to the Company as soon as they are received by the employee. Upon return from active short-term duty, the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee will be given a leave of absence for, and will accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with the Universal Military Training Service Act. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service.

#### **Section 8**

When leave of absence are granted, the employee, upon return to active employment, will be returned to his/her classification on a job the employee is qualified to perform based upon seniority.

### **Section 9.**

When an employee fails to return to work at the expiration of the approved leave of absence, or accepts gainful employment during the leave of absence without the approval of the Company, the employee shall be disciplined up to and including discharge at the option of the Company.

### **Section 10.**

Any member of the Union elected or appointed to a full time Union position shall, upon written request by the Union, be granted a leave of absence for Union activities for a four (4) year period. Employees on such leave shall retain seniority. Not more than one employee shall be on such leave at any one time. If the employee's group insurance through the Company is to be continued, the Union or the employee shall be required to pay the full monthly insurance premium.

- a. When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore within fifteen (15) days thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable position in accordance with his/her qualifications and seniority privileges, and applicable wage rate at the time of return to the active payroll.



**Section 11.**

Any member of the Bargaining Unit shall, upon written request, be granted a leave of absence to pursue and serve in a local, state or federal elective political office. Such leave of absence will be limited to a maximum of two (2) years. During such periods of unpaid leave, the employee shall retain but not accrue seniority.

**Section 12.**

The parties agree to be in compliance with the Family Medical Leave Act (FMLA) of 1993 as mandated by law.

- a. Seniority will accumulate during all paid FMLA leaves.
- b. No employee shall be required to utilize paid vacation for any FMLA absence for which the employee does not request to receive such pay.
- c. Employee(s) shall use all accrued Paid Personal Time before being placed on unpaid FMLA leave.

## ARTICLE 15.00

### PROMOTIONS / TRANSFERS

#### Section 1.

In order to provide maximum stability to ensure the even flow of operations, the security of all employees and minimize the possibility of layoffs, the Company may temporarily assign employees to other assignments on the contract.

- a. Due to the nature of the contractual work to be performed, employees may be brought in from other locations to perform specific short-term assignments at Sheppard A.F.B as the need arises not to exceed forty-four (44) calendar days in any calendar year, so long as there are no employees on layoff who are qualified to perform the assignments. The Company and Union may extend this time by mutual agreement. Such actions shall not cause the layoff of any employee in the bargaining unit who is qualified to perform the work. The Company will meet with the Union and inform them of the reasons such actions are necessary. If the Union disagrees, the issue may be submitted by the Union to the grievance and arbitration procedure.

## **Section 2.**

The Company shall notify the Union of its intent to create a new job within the bargaining unit, which is not now covered under this Agreement, or to revise the job duties of an existing classification within the bargaining unit. Provided operational requirements permit, such notice shall be given to the Union in advance of the implementation of such new job or revised job classification.

## **Section 3.**

When it is determined by the Company that a vacancy in a job classification covered by this Agreement exists, and that such vacancy shall be filled, the vacancy shall be posted. Bid forms will be available in the Workcenter office. Having posted such vacancy in accordance with the above, there shall be no requirement for the Company to again post such vacancy for a period of thirty (30) calendar days from the date of the award of the position. Such notice shall contain the following information.

Job Classification

Branch/Section

Specific Initial Shift

Qualification Requirements

Wage Rate

Estimated Reporting Date and Time

Date and time after which bids will no longer be accepted

**Section 4.**

The company shall furnish a copy of the job posting at the time of posting to the Steward responsible for the area in which the opening exists.

**Section 5.**

Regular vacancies shall be posted and held open for a period of six (6) work days. The Company may, at its option, temporarily fill a job vacancy by assignment during the period from the time the vacancy is posted for bid and the time it is filled.

**Section 6.**

Employees may not apply for the same or a lower rated classification unless they have been in their current classification for a minimum period of twelve (12) months.

**Section 7.**

Completed bid forms must be given to the site Manager or designated representative, who shall affix thereto a date and time stamp to validate timely filing. Bids received after the closing date will not be considered. A copy of the bid forms shall be given to the Stewards.

**Section 8.**

The Company reserves the right to cancel any posted job bid prior to the successful bidder assuming the duties thereof. Temporary vacancies expected to be of not more than thirty (30) work days need not be posted, and shall be filled in accordance with Article 10, Section 3.

**Section 9.**

An employee awarded a job vacancy shall be reclassified to the new job classification as of the first day of work on the new job.

**Section 10.**

Nothing in this Agreement shall be construed to prevent employees from performing work which is below their classification when required to do so by the Company. Such employees shall not suffer a reduction in pay.

**Section 11.**

When an opening arises within the bargaining unit, covered by this agreement, the senior qualified employee who bids shall be moved to the opening from the ranks of the workers before any new employee or employees with less seniority are called in to fill such position or vacancy.

**Section 12.**

If there are no qualified bidders, the company may fill the opening by new hire. Entry level positions need not be posted.

**Section 13**

The Company agrees during the term of this Agreement it will not introduce the use of any written test as an aid in determining the ability and /or qualifications of employees for advancement.

## ARTICLE 16.00

### LAYOFF / RECALL / REDUCED WORKLOAD

#### Section 1.

In the event of layoff:

- a. Employees in their probationary period, as defined in this Agreement, in the job classification affected shall be laid off first, on the condition that the remaining employees are qualified to perform the work.
- b. Thereafter, employees in the affected classification having the least seniority will be laid off. Employees so laid off from the classification may bump the least senior employee(s) in equivalent or lower rated classifications, provided they are qualified to perform the duties of the classification.
- c. An employee who has taken layoff rather than exercise seniority to displace an employee in a lower rated classification, shall not be permitted to exercise recall and/or seniority rights to displace another employee who remained at work after such employee had elected layoff. However, such employee will be selected from the recalled list to fill available openings subject to seniority and qualifications.
- d. At least two (2) working days prior notification will be given to affected employees being placed on layoff. This notification shall apply only if the

Company has had such prior notification and shall not apply where such reduction in force and lack of notification is beyond the control of the Company.

## **Section 2.**

When it is necessary to effect a cancellation of operations for reasons beyond the control of the Company for a temporary period up to and including five (5) work days within a thirty (30) day period, employees in the classifications affected shall be temporarily laid off in accordance with their seniority. The employees affected shall have the option to use Paid Personal Time, vacations or take time off without pay.

## **Section 3.**

For the purpose of recall, recall will be offered by seniority to qualified employees who have been laid off or displaced from the following:

- a. the classification being recalled, or
- b. a classification equally rated to the classification being recalled, or a classification rated higher than the classification being recalled, provided they are qualified to and can satisfactorily perform the duties of the job without additional training in the classification which is being recalled. An employee will not be offered recall if such employee is currently assigned to a higher rated classification to which a recall of employees has been initiated.



#### **Section 4.**

Notification of openings for recall shall be given by the Company by registered or certified mail to the last recorded mailing address furnished by the employee. A copy of such notice shall also be sent to the Union. In order to preserve his/her recall rights, the employee must notify the Company of his/her intent to return to work within forty-eight (48) hours of receipt and must report to work within fourteen (14) calendar days after receipt. If the employee does not respond as required by this article, the next employee may be recalled and the notified employee be terminated. If no qualified employee remains, a new employee may be hired.

#### **Section 5.**

Failure of the employee to keep the Company advised in writing of his/her current correct address shall relieve the Company of the obligations of this article.

Should an employee fail a medical examination required for a particular job, and as a result thereof, is unable to perform the duties of his/her job classification, the employee will be offered assignment to perform other work which he/she has the qualifications and seniority to perform or be laid off due to lack of work. In the event the employee elects such reassignment, he/she will assume the rate of the new job classification.

## **Section 6.**

Any employee who reports for work on his/her regular shift and there is no work available shall receive a minimum of four(4) hours pay at his/her straight time hourly rate.

- a. If possible, the Company will make an attempt to notify an employee prior to the employee reporting to work if there is not any work available.
- c. The Company will maintain an up-to-date Employee Telephone List in each work center and/or department to ensure that employees will be contacted for the purpose of recall, notification of extra work and/or overtime, or lack of work.
- c. It is the employee's responsibility to notify the Company of any change in his/her telephone number.

## **Section 7.**

In the event the Company requires a temporary shutdown or reduction in the scope of its operations, it will allow eligible employees to take vested vacation, Paid Personal Time or leave without pay during such periods at the option of the employee. Employees who are not eligible for vacation benefits or Paid Personal Time benefits will be considered on non-paid leave during such periods.

#### **Section 8.**

Should conditions occur beyond the control of the Company to cause a reduction in work available on an employee's shift, in his work center and classification, the Company may give the affected employees the option to do other work covered by this agreement or to take time off. The employees affected shall have the option to use Paid Personal Time, vacation time, or take time off without pay. Under this specific condition only, vacation or Paid Personal Time may be approved for less than one hour. Vacation or Paid Personal Time may be used to give an employee the pay equivalent to a normal work day.

## **ARTICLE 17.00**

### **GRIEVANCES**

#### **Section 1.**

It is the intent of the parties to this Agreement that the procedure provided herein for the settlement of grievances shall serve as a means for the settlement of all disputes that may arise out of or regarding the interpretation and application of this Agreement. The term "grievance" as used in this Agreement means any dispute arising out of or regarding the interpretation, application, and claim of breach or violation of a specific and designated article and section of this Agreement.

#### **Section 2. STEP ONE**

Any grieved employee, with the employee's Steward present, shall present the employee's grievance verbally to the manager involved within six (6) work days following the date the grievant was aware of the condition or occurrence upon which the grievance is based. An employee having a grievance will be given a reasonable amount of time, during working hours to take the grievance up with the employee's Steward without loss of pay. The manager, to whom the grievance was presented verbally, shall respond within two (2) work days following the meeting with the employee and the Steward on the grievance.

### **Section 3. STEP TWO**

If a satisfactory resolution cannot be reached as provided under Step 1, the grievance shall then be reduced to writing on a form furnished by the Union and presented to the Site manager within three (3) work days following receipt of the answer of the manager referenced in Step 1, or if the manager referenced in Step 1 does not respond to the grievance within the two (2) work days referenced above.

### **Section 4.**

The site manager will provide a written answer to the Steward within five (5) work days after receipt of the written grievance. During the five (5) work day period in which the site manager has to submit the written answer, either party shall have the right to request a meeting to further discuss the details involved in the grievance, attempting to arrive at a mutually satisfactory resolution. The grievant, Steward, and the persons as designated by the Company shall attend this meeting. Such meeting shall be held during working hours, and no loss of pay shall be incurred.

### **Section 5. STEP THREE**

If a satisfactory resolution cannot be reached, the Union Steward, or his designee, may submit the grievance to the Program Manager or designee within five (5) work days following the receipt of the answer referenced in Step 2. If an answer has not been received under Step 2 within five (5) work days following the meeting, the Union Steward may submit the grievance to the Program Manager.

**Section 6.**

A meeting shall be scheduled by the Program Manager or designee to discuss the grievance within five (5) work days following submission of the grievance by the Steward. The Program Manager or designee shall submit a written answer to the Steward or his designee within five (5) work days after the meeting is held. The grievant may also be requested to attend such meeting if it is felt necessary by the Company or the Union. Such meeting will be held during working hours and no loss of pay shall be incurred. The Program Manager or designee and a representative of the District Lodge may also be present if requested by the Steward, or the Steward's designee, or by the Company. The parties shall have the authority to resolve the grievance or appeal it to arbitration, providing such appeal to arbitration is submitted to the Company by rejection of the answer as provided under Step 3 within ten (10) work days following receipt of this answer.

**Section 7.**

It is understood and agreed that any of the steps of the grievance procedure may be waived and/or any of the time limits extended by mutual written agreement of the parties, confirmed in writing thereafter.

**Section 8.**

In cases involving discipline which involved suspension or discharge, Step 1, and Step 2 will be waived upon request and the matter taken up within two (2) work days of the action with the Program Manager or designee.

## **Section 9.**

It is understood that the Steward or his designee may file grievances on behalf of the Union's interests under this Agreement within six (6) workdays. Therefore, if a grievance pertains to the Company's interpretation of the intent and purpose in the application of a specific article and section of this Agreement, the grievance may be filed by the Steward or his designee in behalf of the Union. Further, if a grievance relates to policy and affects numerous employees, the grievance shall be consolidated and filed by the Steward or his designee in behalf of a group of employees. Otherwise, grievances shall be filed and signed by the employee involved or affected.

## **ARTICLE 18.00**

### **ARBITRATION**

#### **Section 1.**

There shall be no grievances presented to arbitration until all steps of the grievance procedure have been utilized, except by mutual agreement. All such grievances shall be considered as settled on the basis of the last Company answer and not subject to arbitration unless either party (Union or Company) first serves written notice of intention to arbitrate upon the other party within ten (10) work days after receipt of the Company answer at the final step of the grievance procedure.

#### **Section 2.**

If, within ten (10) work days from the time of such notice given, the parties cannot agree on a settlement or an adjustment of the dispute, then the party filing the grievance shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) names from which the arbitrator shall be chosen within ten (10) work days after receipt of such list. The specified time limit may be extended by mutual agreement of the parties, and confirmed in writing thereafter. The names contained on the list shall be stricken in turn until one (1) name remains, and that person shall become the arbitrator.



### **Section 3.**

Both parties agree that they will continue to make every effort to attempt to resolve an issue before them during the period of time before it is actually heard by the arbitrator.

### **Section 4.**

The arbitrator shall not have the jurisdiction or power to add to, subtract from, modify alter or change any of the terms of this Agreement or any other terms made supplemental hereto, or arbitrate any new provision into this Agreement. The arbitrator's authority is to interpret and apply provisions of this Agreement. The arbitrator shall be bound entirely by the records presented in the form of evidence and argument.

### **Section 5.**

In no event shall the Company be penalized or in any way liable for any monetary award or grievance settlement prior to thirty (30) days preceding the date of the filing of the grievance. Any monetary award shall be limited to the actual loss incurred by the grievant, less such other compensation, including wages, commissions, workers' compensation and unemployment compensation, as the grievant may have received or which may be due to the grievant for the designated award period.

### **Section 6.**

The parties may jointly submit a signed statement setting forth the issue or issues to be decided by the arbitrator, the specific contract violations and the remedy sought. The issue or issues shall be the sole matter to be decided by the arbitrator. Should the parties

fail to agree upon the issue, each party may submit a separate statement of issues it considers in dispute and the arbitrator shall determine at or before the hearing the issue or issues to be arbitrated.

#### **Section 7.**

The parties reserve the right to file post-hearing briefs within thirty (30) days of the arbitration. The arbitrator shall render his/her decision within thirty (30) days of receipt of the briefs or the close of the proceedings if the parties waive the right to file post-hearing briefs. The arbitrator's decision or award shall be in writing and should reveal the reasoning and grounds on which it is based. The award shall be delivered or mailed to each party.

#### **Section 8.**

The decision of the arbitrator, within the purview of the arbitrator's authority, shall be final and binding on all parties.

#### **Section 9.**

The parties agree that either party may be represented at arbitration hearings as they may choose and designate. Evidence may be presented either orally or in writing or both.

#### **Section 10.**

Each of the parties will assume the expenses of presenting its case including the compensation and other expenses of witnesses called or summoned by it.

**Section 11.**

All fees and expenses of the arbitrator shall be paid equally by both parties.

- a. In cases of cancellation that do not involve a compromised settlement by the parties, the party requesting cancellation shall pay all fees or costs of the arbitrator for such cancellation. In cases where the cancellation is a result of a compromise settlement by the parties, fees or costs of the arbitrator for the cancellation shall be shared equally by the parties.

## **ARTICLE 19.00**

### **GENERAL**

#### **Section 1**

Employees covered by this Agreement shall be governed by all Company rules, regulations, and orders, which are not in conflict with the terms and conditions of this Agreement. These rules are subject to the Grievance procedure.

#### **Section 2.**

Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or regulation or by reason or any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect.

#### **Section 3.**

There shall be no discrimination by the Company or the Union against any employee because of race, sex, creed, color, national origin, age, handicap, veteran status or other status protected by applicable federal, state or local laws or regulations.

- a. There shall be no discrimination by the Company or the Union against any employee because of membership or non-membership in the Union. There shall be no interference, restraint, or coercion by the

Company of any employee in the exercise of the employee's lawful activities on behalf of the Union, so long as such activities are not conducted on Company time, nor interfere with other employees performing their jobs, or with the conduct of operations, except as specifically provided in the Agreement under the grievance procedure.

#### **Section 4.**

The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers.

#### **Section 5.**

It is not the intent of the parties to establish or permit rules, customs, or practices, which are designed to limit production or increase the limit required to do any work. It is further agreed that there will be no attempt to place limitations or restrictions on the use of machinery, tools or other labor-saving devices. It is understood and agreed that the adoption of new or revised work practices, machinery, tools or other labor-saving devices will be implemented in accordance with established regulations with full consideration given to the safety of all employees.

#### **Section 6.**

The terms "qualified" or "qualifications" under this Agreement include having the ability to perform the work satisfactorily, and the physical ability to carry out such work.

**Section 7.**

With respect to minimum knowledge, education and experience requirements for the individual job descriptions as negotiated by the parties, it is understood and agreed that it is not the intent of either party that such minimum requirements be utilized to demote or displace individuals incumbent in such positions as of the date of this Agreement.

**Section 8.**

Job Descriptions shall have the effective date agreed upon by the parties affixed on each page.

**Section 9.**

When severe weather conditions, base closure, or other conditions beyond control of the Company occur which result in shift changes or work cancellations, the Company will make every effort to notify employees by telephone and/or by messages broadcast on local radio and TV stations. Such messages will specify Raytheon Aerospace employees if possible.

In other instances, the Company will make a good faith effort to notify employees of unscheduled shift changes or work cancellation by telephone call to the last phone number provided by the employee. Notices will be given by management personnel, leads, or clerks under management supervision. Messages left on telephone recording machines or with another person at the telephone number provided will constitute notification.

**Section 10.**

The Company will train and retrain employees, as feasible to maintain and improve their knowledge and /or when positions are to be eliminated due to automation or adoption of labor saving devices, provided the employee has the necessary aptitude. The Company will determine the number of employees to be trained and will arrange for such training by seniority and mutually agreed to by the Union.

**Section 11.**

Employees who are sent away from Sheppard Air Force Base to perform work for the Company will be furnished appropriate transportation. Employees will be reimbursed for travel expenses in accordance with the Joint Travel Regulations.

**Section 12.**

An employee injured on the job will be provided appropriate transportation by the Company for treatment.

**Section 13.**

Employees tardy solely because of the gate being closed or delayed by the Sheppard Air Force Base security police, other than delays caused by the employee, will not be counted tardy. Such employees will be given the opportunity to work his full eight (8) hours at the employee's discretion. However, the Company will allow employees to depart at their regularly scheduled time if requested by the employee.

#### **Section 14.**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed.

#### **Section 15.**

It is understood and agreed the Company may discharge or discipline any employee covered hereby for cause.

- a. A letter of warning, reprimand, or suspension or discharge shall be removed from the employee's file and no longer have any future effect if it has been found through the grievance and/or arbitration procedure to have been unjustifiably issued.



- b. A letter of warning shall be removed from the employee's file after a period of three (3) months from date of issue.
- c. A reprimand shall be removed from the employee's file after a period of twelve (12) months from date of issue.
- d. A letter of suspension shall be removed from the employee's file after a period of twenty four (24) months from the date of issue.

**ARTICLE 20.00**  
**BULLETIN BOARDS**

**Section 1.**

The Company shall provide bulletin boards for use of the Union. The number and location of said bulletin boards will be by mutual agreement. All notices placed on this bulletin board shall relate solely to official Union business and be signed by an official of the Union. Any information to be posted other than listed below must be approved by Site Manager.

- a. Notices of Union meetings.
- b. Notices of elections of Union officials and the results of such elections.
- c. Notices of Union recreational and social events.

## **ARTICLE 21.00**

### **JURY DUTY**

#### **Section 1.**

When employee's are necessarily absent from their regular shift by reason of required jury duty, or to report to a court in person in response to a jury summon or to report for jury examination, they shall be granted pay for those hours during which they are necessarily absent from their regular shift, less any fee or compensation paid to them by the court for such service. Employees assigned to off shifts shall be considered as assigned to the day shift for the purpose of administering this Article. This jury duty procedure is not applicable if the employee is voluntarily attending a court case or is there for his own doing.

#### **Section 2.**

If a first shift employee is released from jury duty at a time that there are four (4) or more hours remaining in their regular work shift, the employee is expected to notify his/her Manager and, if directed, report to work for the balance of the shift. Employee's released from jury duty more than six (6) hours before the start of their regular shift are expected to report to work.

#### **Section 3.**

Employees responding to a subpoena as a Company witness are considered to be on paid time.

#### **Section 4.**

Pay for time lost shall be computed at the employee's straight-time base rate of pay. No payment will be made for jury duty performed on an employee's days off, holidays defined herein or for any hours in excess of eight (8) on any regular workdays or hours in excess of forty (40) in any workweek. Such paid time will be considered time worked for the purpose of computing overtime.

#### **Section 5.**

To be eligible for payment for jury duty pay, employee's must notify their Manager no later than the completion of their next regular work shift following receipt by them of such notice or summons. Further, they shall be ineligible to receive jury duty pay until such time as they present to the Company a statement from an official of the court attesting to the date or dates and time of such jury duty, and the fee or compensation paid to them by the court exclusive of transportation allowances. The maximum days of jury duty pay is ten (10) per calendar year.

## ARTICLE 22.00

### UNIFORMS

#### Section 1.

Employees will be required to wear uniforms designated by the Company. The cost of such required uniforms shall be incurred by the Company.

#### Section 2.

Any cost incurred due to an employee's decision to change the material cut, add on approved Union shirt sleeve patch, or to obtain additional uniforms above what is furnished in Section 3 below, will be the sole responsibility of the incurring employee.

#### Section 3.

Employees will wear uniforms (shirts, pants or coveralls) with Company provided patches. A Union provided patch may be worn on the left shoulder. During the month of September, of each year, the company will provide the employee his/her choice of the following:

- a. Five (5) new wash and wear uniform shirts and five (5) new wash and wear uniform pants, or three (3) coveralls for each employee.

The Company will provide three (3) initial sets of uniforms for new hires. Employees may wear approved Company caps, and approved Union provided caps in accordance with U.S. Air Force safety restrictions in authorized areas. No other head covering is authorized except in cold weather. Such cold weather head covering must meet U.S. Air Force safety regulations.

#### **Section 4.**

The Company because of concern for safety and comfort will provide one (1) set of insulated coveralls to employees whose work requires them to spend extended periods of time outdoors in harsh winter location conditions.

#### **Section 5.**

Any T-shirt, when worn as an outer garment, must be a gray pocket T-shirt with the Company logo on the back and the employee's name on the front. In addition, employees may have the IAM logo added to the front of the shirt. In shop areas, plain black, white, or gray T-shirts or Union gray T-shirts may be worn when temperatures exceed a reasonable comfort level. Outside shop areas employees must wear an approved outer garment. Employees will pay for their own T-shirts.

#### **Section 6.**

Effective October 1, 2000 the company will reimburse each employee required to wear safety shoes up to seventy (70) dollars per twelve (12) month period for the purchase of

one pair of safety shoes, which meet ANSI standards. Reimbursement will require the employee to present a receipt to the Company.

## ARTICLE 23.00

### VACATION

#### Section 1.

Each employee covered hereby shall accrue vacation credits as follows:

- a. For vacation purposes, the employee's anniversary date on the A.E.T.C. contract at Sheppard A.F.B. or with Raytheon Aerospace, whichever is earlier and each anniversary date thereafter shall be the reference point for accrual of vacation.
- b. Employees with less than six (6) years of continuous service, as defined in Section 1(a) above, shall accrue one and fifty four hundredth's (1.54) hours per credited week. Eighty (80) hours of vacation may be accrued during the fifty two (52) credited work weeks per year.
- c. Employees with six (6), but less than ten (10) years of continuous service, two and thirty one hundredths (2.31) hours of vacation per each credited work week. One hundred and twenty (120) hours of vacation may be accrued during the fifty two (52) credited work weeks per year.
- d. Employees with ten (10) or more years of continuous service shall accrue three and eight one hundredths (3.08) hours of vacation per each credited



work week. One hundred and sixty (160) hours of vacation may be accrued during the fifty two (52) credited work weeks per year.

## **Section 2.**

A credited work week shall be defined as follows:

- a. A week in which an employee is paid by the Company for time worked, holiday pay, jury duty pay, military pay differential, paid personal time, vacation pay, funeral leave pay or Workers Compensation that does not exceed six (6) months.
- b. Absences that are compensated under Short Term Disability or Long Term Disability Insurance are not credited weeks for vacation accrual.

## **Section 3.**

To be eligible for accrued vacation credits, vesting shall be defined as follows:

- a. The employee must complete their probationary period before becoming eligible for vacation. Vacation shall accrue on a credited work week basis and is available for use as accrued.
- b. The employee's continuous service anniversary date shall be the reference date for rate of accruing vacation. Employee's shall retain vacation accrued until such vacation is taken. The number of vacation hours

accrued shall be the maximum number of hours which may be carried over from one anniversary year to the next.

- c. Vacation taken by the employee is deducted from the employee's unused vacation until such vacation is exhausted.

#### **Section 4.**

Vacation pay shall be computed at the employee's straight time hourly rate at the time of the vacation.

#### **Section 5.**

Employees who are terminated from employment, are laid off, or who voluntarily terminate after submitting a two (2) week advanced notice are eligible to receive pay in lieu of vacation for all accrued unused vacation.

#### **Section 6.**

Vacation must be requested no less than seven (7) days in advance and will, insofar as practical, be granted as requested by eligible employees. When conflicts in requested vacation periods arise, greater seniority shall be given preference.

- a. Vacation can only be scheduled on the employee's regularly scheduled for up to a maximum of eight (8) hours per day. Vacation may be taken in one (1) hour increments.

- b. Vacation period of eight (8) hours or less must be requested a minimum of one (1) day in advance and will be approved as outlined in (c.) below. However, the Company will consider special circumstance, i.e. personal emergency etc, if the one (1) day advanced notice cannot be given.
- c. All requests for vacation must be approved by the Management before such leave is taken. Employees failing to gain approval, who fail to report for work as scheduled will be subject to disciplinary action.
- d. The maximum allowable length of vacation will be the amount of vacation unused of the employee at the end of the payroll period immediately preceding the vacation period requested.

#### **Section 7.**

When a holiday, as defined herein, falls within an employee's vacation period, such holiday hours shall not be charged as vacation hours.

#### **Section 8.**

It is agreed and understood that employees transferring to the contract after the date of ratification of this agreement shall retain their original date of hire with the Company for the purpose of accrual of vacation credits.

**Section 9.**

Paid days of vacation shall be considered as time worked for the computing of overtime pay for overtime.

**Section 10.**

Employees transferred from the bargaining unit who return to the bargaining unit shall receive vacation credit for such time outside the bargaining unit.

## **ARTICLE 24.00**

### **PERSONAL PAID TIME**

#### **Section 1.**

Regular, full time employee's shall accrue one and twenty three hundredths hours (1.23) of Paid Personal Time for each credited workweek up to a maximum of one hundred twenty eight (128) hours. Accrued Paid Personal Time is authorized for use after satisfactorily completing the employee's trial / probationary period. A credited workweek is defined as a week in which the employee is paid, by the Company, wages for time worked, holiday pay, jury duty pay, military pay differential, PPT or vacation pay.

#### **Section 2.**

All paid personal time hours shall be credited to the employee account. Paid Personal Time may be utilized for sickness, medical appointments, or personal reasons in minimum increments of one (1) hour.

- a. PPT hours shall be paid at the employee's straight time hourly rate. Such hours except those hours paid for personal illness or injury shall be considered as time worked for the purpose of computing overtime.

#### **Section 3.**

When an employee wants to utilize PPT for reasons other than illness or injury, such time off must be requested one (1) hour in advance for approval by the Company.

#### **Section 4.**

In cases of indicated probable abuse of Paid Personal Time for illness or injury, the Company may require the employee to obtain a written medical verification of the illness or injury from a licensed physician prior to returning to work. Such verification will be required when the Company has given the employee prior written notice, with a copy to the Union, that the employee is considered to be an abuser of this article.

#### **Section 5.**

Paid Personal Time can not be taken once an employee has served notice intent to leave the employ of the Company, unless approved by the Site Manager.

- a. Employee's who terminate employment or are laid off are eligible to receive pay in lieu of PPT for all unused Paid Personal Time.
- b. Employee's who are laid off and recalled within twelve (12) months will, upon return to work, be credited with PPT accrued at the time of layoff.

#### **Section 6.**

Any employee who has completed his/her probationary period will be granted time off with pay to attend the funeral of family members as follows:

- a. Four (4) workdays in the case of immediate family members defined as mother, father, or legal guardian, sister, brother, spouse, daughter, son, step-daughter or step-son.

- b. Two (2) workdays in the case of other family members limited to grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step sister, step brother or grandchildren.
- c. The Company shall grant up to five (5) additional workdays off without pay in the event of the death of members of the employee's immediate family as defined in this section 6 at the employee's request or the employee may use vacation or Paid Personal Time for which they are eligible.

**ARTICLE 25.00**  
**GROUP INSURANCE**

**Section 1.**

A group insurance plan applies to full time employees covered hereby, which provides benefits as specified below:

- a. Life Insurance in the amount of thirty thousand dollars (\$30,000).
- b. Accidental death and dismemberment insurance in the amount of thirty thousand dollars (\$30,000).
- c. Short-term Disability insurance with a weekly benefit level up to 75% of weekly compensation and up to a maximum of twenty six (26) weeks after all Personal Paid Time is exhausted (100% Company paid).

**Section 2.**

Health care and dental benefits for employee's and insured dependents are described in the Plan Summary Booklets that became effective on April 1, 1992.

**Section 3.**

For single coverage, effective October 1, 2000, employee's will pay twenty five dollars (\$25.00) per month.



#### **Section 4.**

For family coverage (employee and dependents), effective October 1, 2000, employee's will pay fifty dollars (\$50.00) per month.

#### **Section 5.**

Dental care benefits for employee's and insured dependents are payable to a maximum of one thousand dollars (\$1,000.00) per year per person. Employee's enrolled in dental care only will pay twelve dollars and fifty cents (\$12.50) per month for family and five dollars (\$5.00) per month for single dental only.

#### **Section 6.**

The Company will make available via payroll deduction long term disability insurance as defined in the Summary Plan Description for employee's after a six (6) month qualifying period. The LTD insurance provides a combined benefit of sixty percent (60%) of the employee's monthly compensation (to a maximum of \$3,000 per month) after six (6) months of disability.

#### **Section 7.**

Employee's may purchase supplemental life and dependent life insurance via payroll deduction. Proof of insurability and approval by the insurance carrier is required prior to purchasing any supplemental insurance.

## **ARTICLE 26.00**

### **RETIREMENT**

#### **Section 1.**

The Company will provide full time employees covered by this agreement with an I.R.S. 401(K) savings plan. The contribution rate shall be 3.0% of the employees gross earnings with the Company per year.

#### **Section 2.**

The employee is 100 % vested with all Company contributions.

#### **Section 3.**

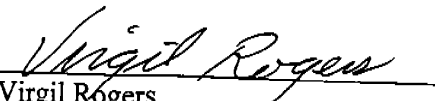
The employee may also contribute up to twenty (20) percent of their earnings into the 401(K) and take advantage of the associated income tax deferment.

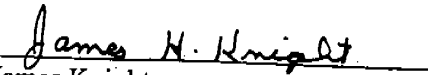
## ARTICLE 27 .00

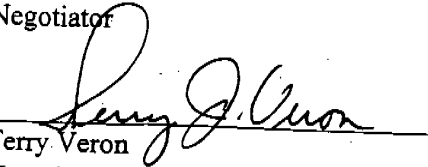
### DURATION

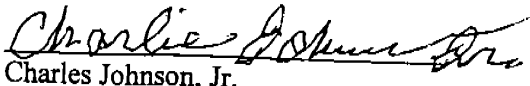
This Agreement shall be effective the 27<sup>th</sup> day of January, 2000 and shall continue in full force and effect through the 11<sup>th</sup> day of April, 2003 and thereafter from year to year unless at least sixty (60) days prior to the normal expiration date of this Agreement either party gives written notice by registered mail to the other of its intent to amend, modify, or terminate the Agreement.

District Lodge 776, International  
Association of Machinists  
& Aerospace Workers


  
Virgil Rogers  
Business Representative


  
James Knight  
Negotiator

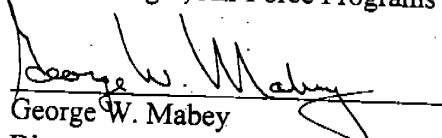
  
Terry Veron  
Negotiator


  
Charles Johnson, Jr.  
Negotiator

Raytheon Aerospace Support  
Services

  
Larry Wert  
Senior Manager, Labor Relations

  
Todd Jardee  
Area Manager, Air Force Programs

  
George W. Mabey  
Director - Human Resources

  
Dan Dymarkowski  
Director - Labor Relations

## APPENDIX A

| <i>Current Title</i>             | <i>Current</i> | <i>W/Adj.</i>  | <i>4.00%</i>        | <i>4.00%</i>        | <i>3.00%</i>         |
|----------------------------------|----------------|----------------|---------------------|---------------------|----------------------|
| <b>Fiscal Year</b>               |                |                | <b>10/1 of 2000</b> | <b>10/1 of 2001</b> | <b>10/01 of 2002</b> |
| Dispatch Driver                  | \$11.04        | \$11.04        | \$11.48             | \$11.94             | \$12.30              |
| Tool & Parts Attendant           | \$11.04        | \$11.04        | \$11.48             | \$11.94             | \$12.30              |
| AGE Driver                       | \$12.05        | \$12.05        | \$12.53             | \$13.03             | \$13.42              |
| AGE Helper                       | \$12.05        | \$12.05        | \$12.53             | \$13.03             | \$13.42              |
| Aircraft Helper                  | \$12.05        | \$12.05        | \$12.53             | \$13.03             | \$13.42              |
| PMEL Material Coordinator/Driver | \$12.57        | \$12.57        | \$13.07             | \$13.60             | \$14.00              |
| PMEL Scheduler/Driver            | \$12.57        | \$12.57        | \$13.07             | \$13.60             | \$14.00              |
| Scheduler                        | \$12.57        | \$12.57        | \$13.07             | \$13.60             | \$14.00              |
| Technical Information Specialist | \$12.57        | <b>\$12.95</b> | \$13.47             | \$14.01             | \$14.43              |
| Workload Control Specialist      | \$12.57        | \$12.57        | \$13.07             | \$13.60             | \$14.00              |
| Eng. Mgr/Documentation Spec      | \$14.01        | \$14.01        | \$14.57             | \$15.15             | \$15.61              |
| Supply Technician                | \$14.01        | \$14.01        | \$14.57             | \$15.15             | \$15.61              |
| Training Spec./Supply Tech.      | \$14.01        | \$14.01        | \$14.57             | \$15.15             | \$15.61              |
| AGE Worker                       | \$14.54        | \$14.54        | \$15.12             | \$15.73             | \$16.20              |
| Aircraft Worker                  | \$14.54        | \$14.54        | \$15.12             | \$15.73             | \$16.20              |
| Munitions Handler                | \$14.71        | <b>\$15.54</b> | \$16.16             | \$16.81             | \$17.31              |
| Aircraft Painter                 | \$15.35        | <b>\$15.54</b> | \$16.16             | \$16.81             | \$17.31              |
| Safety/HAZMAT Monitor            | \$15.50        | \$15.50        | \$16.12             | \$16.76             | \$17.27              |
| Avionics Technician I            | \$15.54        | \$15.54        | \$16.16             | \$16.81             | \$17.31              |
| PMEL Technician I                | \$15.54        | \$15.54        | \$16.16             | \$16.81             | \$17.31              |
| Weapons Technician I             | \$15.54        | \$15.54        | \$16.16             | \$16.81             | \$17.31              |
| Munitions Lead                   | \$16.18        | <b>\$16.36</b> | \$17.01             | \$17.69             | \$18.23              |
| <b>Aircraft Painter Lead</b>     | <b>\$15.35</b> | <b>\$16.36</b> | <b>\$17.01</b>      | <b>\$17.69</b>      | <b>\$18.23</b>       |
| AGE Mechanic                     | \$16.20        | \$16.20        | \$16.85             | \$17.52             | \$18.05              |
| Aircraft Electrician             | \$16.20        | \$16.20        | \$16.85             | \$17.52             | \$18.05              |
| Aircraft Mechanic                | \$16.20        | \$16.20        | \$16.85             | \$17.52             | \$18.05              |
| Cryogenics/Environ Spec.         | \$16.20        | \$16.20        | \$16.85             | \$17.52             | \$18.05              |
| Egress Survival Equip. Spec      | \$16.20        | \$16.20        | \$16.85             | \$17.52             | \$18.05              |
| Electro Environment Spec.        | \$16.20        | \$16.20        | \$16.85             | \$17.52             | \$18.05              |
| Engine Specialist                | \$16.20        | \$16.20        | \$16.85             | \$17.52             | \$18.05              |
| Fuel Distribution System Mech    | \$16.20        | \$16.20        | \$16.85             | \$17.52             | \$18.05              |
| Pneudraulics Specialist          | \$16.20        | \$16.20        | \$16.85             | \$17.52             | \$18.05              |
| Welder/Sheetmetal Spec           | \$16.20        | <b>\$16.70</b> | \$17.37             | \$18.06             | \$18.60              |
| Avionics Technician II           | \$16.36        | \$16.36        | \$17.01             | \$17.69             | \$18.23              |
| Electronic Tech II - MTU         | \$16.36        | \$16.36        | \$17.01             | \$17.69             | \$18.23              |
| PMEL Technician II               | \$16.36        | \$16.36        | \$17.01             | \$17.69             | \$18.23              |
| Weapons Technician II            | \$16.36        | \$16.36        | \$17.01             | \$17.69             | \$18.23              |
| Welder/Sheetmetal/Machinest      | \$16.40        | <b>\$16.90</b> | \$17.58             | \$18.28             | \$18.83              |
| Data Specialist                  | \$16.55        | \$16.55        | \$17.21             | \$17.90             | \$18.44              |
| AGE Lead                         | \$17.34        | <b>\$17.85</b> | \$18.56             | \$19.31             | \$19.89              |
| Aircraft Maintenance Lead        | \$17.34        | <b>\$17.85</b> | \$18.56             | \$19.31             | \$19.89              |

Wages are per hour